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UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
EUGENE DIVISION

**EAGLE WEST INSURANCE COMPANY,**  
a California corporation,

Plaintiff,

vs.

**HOLIDAY TREE FARMS, INC.,**  
**DIEGO GOMEZ HERNANDEZ,** a  
Resident of Oregon, **GASPAR GOMEZ**  
**HERNANDEZ,** a Resident of Oregon, **JUAN**  
**GOMEZ HERNANDEZ,** a Resident of  
Oregon, **NANCY DOTY INC.,** Personal  
Representative for the Estate of **ANDRES**  
**ALONZO CANIL, BARTOLO LUCAS,**  
Personal Representative for Deceased **DIEGO**  
**LUCAS FELIPE, LUCAS MAURICIO**  
**ALONZO GOMEZ,** decedent's son and a  
Resident of Oregon,

Defendants.

Case No. 6:23-cv-01868

**COMPLAINT FOR DECLARATORY  
RELIEF**

**28 U.S.C. § 1332(a)(2)**

Plaintiff Eagle West Insurance Company ("Eagle West"), by and through its attorneys of  
record, submits its Complaint for Declaratory Relief and alleges as follows:

COMPLAINT FOR DECLARATORY RELIEF – 1  
Case No. 6:23-cv-01868

4859-8325-4934, v. 1

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**I. NATURE OF ACTION**

1.1 In this action, Eagle West seeks a declaration that it has no duty to defend, indemnify or pay insurance benefits with respect to the claims made in the following lawsuits:

- *Diego Gomez Hernandez, et al. v. Holiday Tree Farms, Inc., et al.*, Marion County Circuit Court Case No. 21cv46044;
- *Nancy Doty Inc., Personal Representative for the Estate of Andres Alonzo Canil, Deceased, et al. v. Holiday Tree Farms, Inc., et al.*, Multnomah County Circuit Court Case No. 22cv10795; and
- *Lucas v. Holiday Tree Farms, Inc., et al.*, Multnomah County Circuit Court Case No. 22cv40272 (collectively, the “Underlying Lawsuits”).

**II. PARTIES AND JURISDICTION**

2.1 Plaintiff Eagle West is a California corporation having its principal place of business in Monterey, California.

2.2 On information and belief, Defendant Holiday Tree Farms, Inc. (“Holiday Tree Farms”) is an Oregon corporation having its principal place of business in Corvallis, Oregon.

2.3 On information and belief, Defendant Diego Gomez Hernandez is a resident of Woodburn, Oregon.

2.4 On information and belief, Defendant Gaspar Gomez Hernandez is a resident of Woodburn, Oregon.

2.5 On information and belief, Defendant Juan Gomez Hernandez is a resident of Woodburn, Oregon.

2.6 On information and belief, Defendant Nancy Doty Inc., Personal Representative for the Estate of Andres Alonzo Canil (“Nancy Doty”) is an Oregon corporation having its principal place of business in Portland, Oregon.

2.7 On information and belief, Defendant Bartolo Lucas, Personal Representative for Deceased Diego Lucas Felipe (“Bartolo Lucas”), is a resident of Woodburn, Oregon.

2.8 On information and belief, Defendant Lucas Mauricio Alonzo Gomez, decedent’s son, (“Lucas Mauricio Alonzo Gomez”) is a resident of Gervais, Oregon.

2.9 Subject Matter Jurisdiction. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(2), because Plaintiff Eagle West is a foreign insurance company, Defendants Holiday Tree Farms and Nancy Doty are Oregon corporations, and Defendants Diego Gomez Hernandez, Gaspar Gomez Hernandez, Juan Gomez Hernandez, Bartolo Lucas, and Lucas Mauricio Alonzo Gomez are residents of Oregon; and also because the matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332(a).

2.10 Personal Jurisdiction. This Court has personal jurisdiction over the Defendants who, on information and belief, conducted business in and/or resided in Oregon at relevant times.

2.11 Venue. Divisional venue is properly laid in this Court pursuant to LR 3-2(a)(1), because Defendant Holiday Tree Farms’ alleged liability in the Underlying Lawsuits is based upon a motor vehicle accident that occurred in Salem, Oregon, which is within the Eugene Division and where a substantial part of the events or omissions giving rise to this action occurred.

### III. FACTUAL ALLEGATIONS

3.1 Plaintiff Eagle West realleges the preceding paragraphs as though fully set forth herein.

1 **A. The Underlying Lawsuits and Claims**

2 3.2 On November 29, 2021, Diego Gomez Hernandez, Gaspar Gomez Hernandez, and  
3 Juan Gomez Hernandez, filed litigation against Holiday Tree Farms (among other parties), entitled  
4 *Diego Gomez Hernandez, et al. v. Holiday Tree Farms, Inc., et al.*, Marion County Circuit Court  
5 for the State of Oregon, Case No. 21cv46044 (the “Hernandez Action”). A true and accurate copy  
6 of the Complaint filed in the Hernandez Action is attached hereto as **Exhibit A** and is incorporated  
7 herein by reference.

8 3.3 On March 30, 2022, Nancy Doty Inc., as personal representative for the Estate of  
9 Andres Alonzo Canil, and Lucas Mauricio Alonzo Gomez filed litigation against Holiday Tree  
10 Farms (among other parties), entitled *Nancy Doty Inc., Personal Representative for the Estate of*  
11 *Andres Alonzo Canil, Deceased, et al. v. Holiday Tree Farms, Inc., et al.*, Multnomah County  
12 Circuit Court for the State of Oregon, Case No. 22cv10795 (the “Doty Action”). A First Amended  
13 Complaint was filed in the Doty Action on December 2, 2022, a true and accurate copy of which  
14 is attached hereto as **Exhibit B** and is incorporated herein by reference.

15 3.4 On November 28, 2022, Bartolo Lucas, as personal representative for the Estate of  
16 Diego Lucas Felipe, filed litigation against Holiday Tree Farms (among other parties), entitled  
17 *Lucas v. Holiday Tree Farms, Inc., et al.*, Multnomah County Circuit Court for the State of Oregon,  
18 Case No. 22cv40272 (the “Lucas Action”). A true and accurate copy of the Complaint filed in the  
19 Lucas Action is attached hereto as **Exhibit C** and is incorporated herein by reference.

20 3.5 The Complaints in the Underlying Lawsuits allege, in pertinent part, that Mr.  
21 Gaspar worked as an agricultural labor contractor, who also acted as transportation for additional  
22 workers to and from sites owned by Defendant Holiday Tree Farms. Mr. Gaspar and the additional  
23

workers were employed by JMB Labor Contractor Company, who in turn provided workers to Holiday Tree Farms.

3.6 The claimants further allege that on the day of the motor vehicle accident, Mr. Gaspar transported, in a passenger van, a number workers from the Holiday Tree Farm sites to JMB Labor Contractor Company's physical location to collect their paychecks. After picking up their paychecks, Mr. Gaspar was then going to drive the workers to their places of residence. On the way to dropping off the workers at their homes, the accident occurred. The respective Complaints in the Underlying Lawsuits allege damages against Holiday Tree Farms in amounts in excess of \$75,000.

3.7 Plaintiff Eagle West is currently defending Defendant Holiday Tree Farms in the Underlying Lawsuits under a reservation of rights.

#### **B. The Eagle West Insurance Policies.**

3.8 Plaintiff Eagle West issued three insurance policies to Defendant Holiday Tree Farms during the relevant period: (1) Business Auto Policy No. 27-FAA-2-070003618 (policy period March 1, 2019 – March 1, 2020) ("Business Auto Policy"); (2) Farm Liability Policy No. 27-FLP-2-1999501 (policy period March 1, 2019 – March 1, 2020) ("Farm Liability Policy"); and (3) Farm Umbrella Policy No. 27-FUL-2-1999501 (policy period March 1, 2019 – March 1, 2020) ("Farm Umbrella Policy") (collectively, the "Eagle West Policies"). True and accurate copies of the Eagle West Policies are attached hereto as **Exhibit D** and are further incorporated herein by reference.

##### **1. The Business Auto Policy.**

3.9 The Business Auto Policy – subject to its terms, limitations, conditions and exclusions – applies when Holiday Tree Farms is subject to liability for damages because of

1 “bodily injury” that is caused by an “accident” and resulting from the ownership, maintenance, or  
 2 use of a covered “auto.” The Business Auto Coverage Form (CA 00 01 12 93) includes, in pertinent  
 3 part, the following grant of coverage and definitions:

## 4 SECTION II – LIABILITY COVERAGE

### 5 A. COVERAGE

6 We will pay all sums an “insured” legally must pay as damages because of  
 7 “bodily injury” or “property damage” to which this insurance applies, caused  
 8 by an “accident” and resulting from the ownership, maintenance or use of a  
 9 covered “auto”.

10 \* \* \*

11 We have the right and duty to defend any “insured” against a “suit” asking for  
 12 such damages or a “covered pollution cost or expense”. However, we have no  
 13 duty to defend any “insured” against a “suit” seeking damages for “bodily  
 14 injury” or “property damage” or a “covered pollution cost or expense” to which  
 15 this insurance does not apply. We may investigate and settle any claim or “suit”  
 16 as we consider appropriate. Our duty to defend or settle ends when the Liability  
 17 Coverage Limit of Insurance has been exhausted by payment of judgments or  
 18 settlements.

19 \* \* \*

## 20 SECTION V – DEFINITIONS

- 21 A. “Accident” includes continuous or repeated exposure to the same conditions  
 22 resulting in “bodily injury” or “property damage”.
- 23 B. “Auto” means a land motor vehicle, trailer or semitrailer designed for travel  
 on public roads but does not include “mobile equipment”.
- C. “Bodily injury” means bodily injury, sickness or disease sustained by a  
 person including death resulting from any of these at any time.

3.10 Under the Business Auto Policy, a covered “auto” is defined to include (1) an auto  
 specifically listed on the policy’s Business Auto Schedule; (2) an auto that is leased, hired, rented  
 or borrowed by Holiday Tree Farm; and (3) an auto not owned by Holiday Tree Farm but that is  
 used in connection with Holiday Tree Farm’s business. The policy Declarations further provide  
 with regard to “covered autos”:

ITEM TWO – SCHEDULE OF COVERAGES  
AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those “autos” shown as covered “autos”. “Autos” are shown as covered “autos” for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	07, 08, 09	\$ 1,000,000 CSL Deductible: \$ None	\$16,760

Symbols “07,” “08,” and “09” are defined as (Form CA 00 01 12 93):

7 = SPECIFICALLY DESCRIBED “AUTOS”. Only those “autos” described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any “trailers” you don’t own while attached to any power unit described in ITEM THREE).

8 = HIRED “AUTOS” ONLY. Only those “autos” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, rent or borrow from any of your employees or partners or members of their households.

9 = NONOWNED “AUTOS” ONLY. Only those “autos” you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes “autos” owned by your employees or partners or members of their households but only while used in your business or your personal affairs

3.11 The automobile driven by Mr. Gaspar at the time of the accident does not qualify as a covered “auto” under the Business Auto Policy because (a) it was not specifically scheduled on the policy declarations; (b) it was not hired, leased, rented or borrowed by Holiday Tree Farms; and (c) it was not owned by a Holiday Tree Farm employee, partner or member nor was it being used in Holiday Tree Farm’s business or personal affairs at the time of the accident. Therefore there is no coverage under the Business Auto Policy.

## 2. The Farm Liability Policy.

3.12 The Farm Liability Policy – subject to its terms, limitations, conditions and exclusions – applies when Holiday Tree Farms is subject to liability for damages because of

1 “bodily injury” that is caused by an “accident” which happens during the policy period. The Farm  
 2 Liability Coverage Form (FL 00 20 01 98) includes, in pertinent part, the following grant of  
 3 coverage and definitions:

4 SECTION I – LIABILITY COVERAGE

5 COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE  
 6 LIABILITY

7 1. Insuring Agreement

8 a. We will pay those sums that the “insured” becomes legally obligated to  
 9 pay as damages because of “bodily injury” or “property damage” to which  
 10 this insurance applies. We will have the right and duty to defend the  
 “insured” against any “suit” seeking those damages. However, we will have  
 no duty to defend the “insured” against any “suit” seeking damages for  
 “bodily injury” or “property damage” to which this insurance does not  
 apply. We may at our discretion investigate any “occurrence” and settle any  
 claim or “suit” that may result. . . .

11 \* \* \*

12 No other obligation or liability to pay sums or perform acts or services is  
 covered unless explicitly provided for under the Additional Coverages.

13 b. This insurance applies to “bodily injury” and “property damage” only if:

14 (1) The “bodily injury” or “property damage” is caused by an  
 “occurrence”; and

15 (2) The “bodily injury” or “property damage” occurs during the policy  
 period.

16 c. Damages because of “bodily injury” include damages claimed by any  
 17 person or organization for care, loss of services or death resulting at any  
 time from the “bodily injury.”

18 \* \* \*

19 SECTION IV – DEFINITIONS

20 \* \* \*

21 2. “Bodily injury” means bodily injury, sickness or disease sustained by a  
 22 person, and includes death resulting from any of these at any time.

23 \* \* \*



1 15. "Occurrence" means an accident, including continuous or repeated  
2 exposure to substantially the same general harmful conditions.

3 3.13 Coverage under the Farm Liability Policy is subject to Exclusion e. Aircraft, Motor  
4 Vehicle, Motorized Bicycle or Tricycle. In this respect, the Farm Liability Policy provides, in  
5 pertinent part:

6 2. Exclusions

7 This insurance does not apply to

8 \* \* \*

9 e. Aircraft, Motor Vehicle, Motorized Bicycle Or Tricycle

10 "Bodily injury" or "property damage" arising out of:

11 (1) Ownership of any aircraft, "motor vehicle," motorized bicycle or  
12 tricycle by any "insured"; or

13 (2) Maintenance, use, operation or "loading or unloading" of any aircraft,  
14 "motor vehicle," motorized bicycle or tricycle by any "insured" or any other  
15 person.

16 This exclusion does not apply to:

17 \* \* \*

18 (b) Parking a "motor vehicle" or motorized bicycle or tricycle on, or on the  
19 ways next to, premises you own or rent, provided the "motor vehicle" is not  
20 owned by, or rented or loaned to you or the "insured".

21 (c) A "motor vehicle" not subject to motor vehicle registration by reason of  
22 its exclusive use as a device for assisting the handicapped.

23 (d) A licensed recreational "motor vehicle" owned by an "insured,"  
provided the "occurrence" takes place on the "insured location"[.]

\* \* \*

SECTION IV – DEFINITIONS

\* \* \*

14. “Motor Vehicle”

a. As used in this Coverage Form, the term “motor vehicle” means:

(1) motorized land vehicle, trailer or semi-trailer:

(a) Designed for travel on public roads; or

(b) Used on public roads;

unless it qualifies as “mobile equipment”;

(2) Any machinery or equipment attached to a vehicle, trailer or semitrailer included in (1) above;

(3) A motorized golf cart, snowmobile or other motorized land vehicle owned by an “insured” and designed for recreational use off public roads, while off an “insured location”; or

(4) Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in (1), (2) or (3) above.

b. But “motor vehicle” does not mean:

(1) “Mobile equipment”;

(2) A boat, camp trailer, home trailer or utility trailer unless it is being towed by or carried on a motorized land vehicle included in a.(1) above; or

(3) A motorized golf cart while used for golfing purposes.

3.14 Exclusion e. unambiguously precludes coverage for “bodily injury” that arises out of the use or operation of a “motor vehicle” by any person. “Motor vehicle” means a “motorized land vehicle” that is either designed for use on public roads or that is used on public roads. It is undisputed that the automobile driven by Mr. Gaspar at the time of the accident was a passenger van designed for use on public roads and/or used on public roads. Accordingly, Exclusion 2 unambiguously applies to preclude coverage for this claim under the Farm Liability Policy.

**3. The Farm Umbrella Policy.**

3.15 The Farm Umbrella Policy – subject to its terms, limitations, conditions and exclusions – applies when (1) an insured’s liability is covered by the underlying insurance, but the damages exceed the underlying insurance limits, or (2) the underlying insurance does not cover a

claim or suit for bodily injury, but the Farm Umbrella Policy does extend coverage, subject to a \$10,000 Minimum Deductible. The Commercial Umbrella Liability Policy Form 00-012 (01-96) provides, in pertinent part:

# ARTICLE I – COVERAGE

## Section 1 – INSURING AGREEMENT

(a) Coverage A. Where “underlying insurance” applies, we will pay those sums, in excess of the sums payable under any “underlying insurance,” that an insured becomes legally obligated to pay as “damages” because of

(1) “bodily injury” or “property damage” to which this insurance applies;  
or

(2) “personal injury” or “advertising injury” to which this insurance applies.

(b) Coverage B. Where “underlying insurance” does not apply or has been used up by prior “occurrences” or offenses, we will pay those sums in excess of the Minimum Deductible that an insured becomes legally obligated to pay as “damages” because of:

(1) “bodily injury” or “property damage” to which this insurance applies;  
or

(2) “personal injury” or “advertising injury” to which this insurance applies.

(c) This insurance applies only to “bodily injury” and “property damage” which occurs during the policy period. The “bodily injury” and “property damage” must be caused by an “occurrence.” The “occurrence” must take place in the “coverage territory.”

\* \* \*

# ARTICLE IV – DEFINITIONS

\* \* \*

2. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

\* \* \*

4. “Damages” means compensatory monetary damages including the interest on that amount of any judgment that accrues before and up to the entry of the judgment, and include compensatory monetary damages claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury.”

“Damages” do not include:

(a) punitive or exemplary damages;

(c) fines, administrative assessments, penalties, or treble damages.

\* \* \*

8. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

\* \* \*

13. “Underlying insurance” means the liability insurance coverage provided under policies shown in Schedule A for the limits and periods indicated in those policies. . . .

3.16 The Farm Umbrella Policy includes the Automobile Liability Following Form endorsement (form 03-078 (05-02)), and the Non-Owned and Hired Automobile Liability endorsement (form 03-094 (05-02)), which each exclude coverage under the Farm Umbrella Policy for injury arising out of the ownership, maintenance, operation or use of any automobile while away from premises owned by, rented to or controlled by Holiday Tree Farms, unless the injury is covered by the underlying Business Auto Policy. The Automobile Liability Following Form endorsement (03-078 (05-02)) provides:

In consideration of the premium charged, this policy is amended as follows:

(1) Exclusion (a) of Section 4 – EXCLUSIONS is hereby deleted.

(2) Except to the extent the Coverages, Terms, Conditions, Limitations and Exclusions are afforded to the Insured in the underlying Automobile Insurance Policy, as set forth in the Schedule of Underlying Insurance, this policy does not apply to Bodily Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile while on or away from premises owned by, rented to, or controlled by any insured.

The Non-Owned and Hired Automobile Liability endorsement (03-094 (05-02)) provides:

This endorsement modifies insurance provided under the following:

#### COMMERCIAL UMBRELLA LIABILITY COVERAGE

Except to the extent coverage is available to the Insured in the underlying policies as set forth in the Schedule of Underlying Insurance, this policy does not apply to Bodily Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile while away from premises owned by, rented to, or controlled by the Insured.

1           3.17   The Schedule of Underlying Insurance in the Farm Umbrella Policy specifically  
2 identifies the Business Auto Policy discussed in paragraphs 3.9 through 3.11 above. These  
3 endorsements apply to bar coverage for automobile related claims under the Farm Umbrella  
4 Policy, unless the Business /auto Policy also provides coverage. As discussed above, there is no  
5 coverage under the Business Auto Policy; accordingly, there is no coverage under the Farm  
6 Umbrella Policy.

7           3.18   The Eagle West Policies are subject to additional terms, limitations, exclusions  
8 and/or endorsements that also operate to bar or limit coverage for the Underlying Lawsuits.

9                   **IV.    CAUSE OF ACTION FOR DECLARATORY RELIEF**

10          4.1    Plaintiff Eagle West realleges the preceding paragraphs as though fully set forth  
11 herein.

12          4.2    An actual controversy within the jurisdiction of this Court exists between Plaintiff  
13 Eagle West and the Defendants regarding the existence and scope of coverage under the Eagle  
14 West Policies for claims and damages alleged against Holiday Tree Farms in the Underlying  
15 Lawsuits.

16          4.3    Based on the terms, conditions, definitions, provisions and exclusions in the Eagle  
17 West Policies and the allegations in the Underlying Lawsuits, Eagle West has no duty to defend  
18 Holiday Tree Farms in the Underlying Lawsuits.

19          4.4    Based on the terms, conditions, provisions, definitions and exclusions in the Eagle  
20 West Policies, the allegations in the Underlying Lawsuits, and the known facts, Eagle West has no  
21 duty to indemnify Defendant Holiday Tree Farms for the claims in the Underlying Lawsuits.

1 4.5 Because the Eagle West Policies do not provide coverage to Defendant Holiday  
2 Tree Farms with regard to the claims in the Underlying Lawsuits, Eagle West is entitled to a  
3 declaration:

4 4.5.1 Of its rights and obligations under the Eagle West Policies;

5 4.5.2 That there is no duty to defend under the Eagle West Policies;

6 4.5.3 That Eagle West may immediately cease and withdraw from the defense of  
7 Defendant Holiday Tree Farms in the Underlying Lawsuits; and

8 4.5.4 That there is no duty to indemnify Defendant Holiday Tree Farms under the  
9 Eagle West Policies.

#### 10 **V. RESERVATION OF RIGHTS**

11 Eagle West reserves the right to amend its Complaint to assert additional claims,  
12 allegations and/or other matters as additional facts are obtained through discovery and further  
13 investigation.

#### 14 **VI. PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff Eagle West prays for the following relief:

- 16 1. For a declaration that Eagle West has no duty to defend Defendant Holiday Tree  
17 Farms in the Underlying Lawsuits under the Eagle West Policies;
- 18 2. For a declaration that Eagle West may immediately cease and withdraw from the  
19 defense of Defendant Holiday Tree Farms in the Underlying Lawsuits;
- 20 3. For a declaration that Eagle West has no duty to indemnify Defendant Holiday Tree  
21 Farms for the claims in the Underlying Lawsuits under the Eagle West Policies;
- 22 4. For attorneys' fees and costs as permitted by law; and
- 23 4. For such other and further relief as this Court deems just and equitable.

1 DATED this 12th day of November, 2023.

2 SOHA & LANG, P.S.

3  
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6 s/Sarah Davenport  
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7 Email: davenport@sohalang.com  
Attorneys for Plaintiff Eagle West Insurance  
8 Company

# EXHIBIT A



IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MARION

DIEGO GOMEZ HERNANDEZ,  
GASPAR GOMEZ HERNANDEZ, AND  
JUAN GOMEZ HERNANDEZ

Plaintiffs,

vs.

HOLIDAY TREE FARMS, INC.,  
JMG LABOR CONTRACTOR COMPANY,  
JOSE JESUS MOTA AND  
EZEQUIEL PABLO GASPAR

Defendants.

Case No: 21CV46044

COMPLAINT – Oregon Contractor  
Registration Act, Agricultural Worker  
Protection Act, Negligence- Personal Injury

Amount claimed is more than \$50,000 and less  
than \$1,000,000; filing fee set by ORS  
21.160(1)(c)

CLAIM NOT SUBJECT TO MANDATORY  
ARBITRATION, ORS 36.405(1)(a)

CLAIM FOR \$602,400

DEMAND FOR JURY TRIAL

For their FIRST CLAIM FOR RELIEF (Oregon Contractor Registration Act (OCRA)),  
plaintiffs allege:

1.

Plaintiff Diego Gomez Hernandez is a seasonal farmworker currently residing in  
Woodburn, Oregon and during the time relevant to this action resided in Gervais, Oregon.

2.

Plaintiff Gaspar Gomez Hernandez is a seasonal farmworker currently residing in  
Woodburn, Oregon and during the time relevant to this action resided in Gervais, Oregon.

3.

Plaintiff Juan Gomez Hernandez is a seasonal farmworker currently residing in Woodburn, Oregon and during the time relevant to this action resided in Gervais, Oregon.

4.

Defendant Holiday Tree Farms, Inc. is a domestic business corporation with its principal place of business and registered agent in Corvallis, Oregon.

5.

Defendant JMG Labor Contractor Company is a domestic business corporation with its principal place of business and registered agent in Salem, Oregon.

6.

Defendant Jose Jesus Mota is a farm labor contractor residing in Salem, Oregon and is president and registered agent of JMG Labor Contractor Company.

7.

Defendant Ezequiel Pablo Gaspar is an unlicensed farm labor contractor who was residing in Marion County, Oregon during the time that gave rise to this action and whose current residence is in Guatemala.

8.

Defendant Ezequiel Pablo Gaspar recruited plaintiffs in the fall of 2019 to work for defendants Jose Mota, JMG Labor Contractor Company and Holiday Tree Farms, Inc. to harvest Christmas trees at various Holiday Tree Farms sites around Corvallis, Oregon.

9.

Defendant Ezequiel Pablo Gaspar supplied plaintiffs and other workers to defendants Jose Mota, JMG Labor Contractor Company and Holiday Tree Farms, Inc. in the fall of 2019 to

1 harvest Christmas trees at various Holiday Tree Farms sites around Corvallis, Oregon.

2 10.

3 Defendant Ezequiel Pablo Gaspar did not possess a labor contractor's license issued by  
4 the Oregon Bureau of Labor and Industries at any time relevant to this action.  
5

6 11.

7 Defendant Ezequiel Pablo Gaspar did not provide plaintiffs written disclosure of the  
8 terms and conditions of their employment at the time of their recruitment.  
9

10 12.

11 Defendant Ezequiel Pablo Gaspar provided plaintiffs new identifications for work.

12 13.

13 At the direction of defendant Ezequiel Pablo Gaspar, plaintiff Diego Gomez Hernandez  
14 worked using the name Amilcar Jimenez Gomez.  
15

16 14.

17 At the direction of defendant Ezequiel Pablo Gaspar, plaintiff Gaspar Gomez Hernandez  
18 worked using the name Alberto Perez Hernandez.  
19

20 15.

21 At the direction of defendant Ezequiel Pablo Gaspar, plaintiff Juan Gomez Hernandez  
22 worked using the name Alberto Perez Hernandez.  
23

24 16.

25 Defendants determined when and where work would start and end each day at various  
26 tree farms located in remote, rural sites.  
27  
28

1 17.

2 Defendant Ezequiel Pablo Gaspar transported plaintiffs and other workers to and from the  
3 various work sites each day in a passenger van.  
4

5 18.

6 Defendant Ezequiel Pablo Gaspar charged each plaintiff and each other worker \$7.00 per  
7 day for transportation and collected his remuneration when the workers cashed their paychecks.  
8

9 19.

10 Defendant Ezequiel Pablo Gaspar regularly transported plaintiffs and other workers to the  
11 office of defendant JMB Labor Contractor Company, where he obtained their paychecks, and he  
12 then transported the workers to a location where they could cash them.  
13

14 20.

15 On November 29, 2019, defendant Ezequiel Pablo Gaspar transported 16 workers,  
16 including plaintiffs, to and from defendants' work sites near Corvallis, Oregon.  
17

18 21.

19 While returning from the last work site, defendant Ezequiel Pablo Gaspar transported the  
20 workers to the office of defendant JMB Labor Contractor Company to obtain their paychecks.  
21

22 22.

23 After he obtained the workers' paychecks on November 29, 2019, while transporting  
24 plaintiffs and other workers to cash their paychecks defendant Ezequiel Pablo Gaspar was  
25 involved in a serious traffic crash with another vehicle in Salem, Oregon.  
26

27 23.

28 The traffic crash killed three workers and seriously injured 12 other workers, including  
all three plaintiffs.

24.

The Marion County Sheriff's Office determined that defendant Ezequiel Pablo Gaspar caused the crash and failed to obey a traffic light and failed to yield the right of way.

25.

Defendant Ezequiel Pablo Gaspar did not have a valid driver's license at the time of the crash.

26.

At the time of the crash, defendant Ezequiel Pablo Gaspar did not have proper insurance coverage on the van that he was using to transport plaintiffs and the other workers.

27.

Defendant Ezequiel Pablo Gaspar violated ORS 658.440(1)(a) by failing to carry a labor contractor's license and exhibit it to all persons with whom defendant dealt in his capacity as a farm labor contractor.

28.

Defendant Ezequiel Pablo Gaspar violated ORS 658.440(1)(f) by failing to furnish to plaintiffs at the time of recruitment a written statement of terms and conditions of employment.

29.

Defendants Jose Mota and JMB Labor Contractor Company violated ORS 658.440(3)(e) by assisting an unlicensed person to violate the Oregon Contractor Registration Act.

30.

Defendants Jose Mota, JMG Labor Contractor Company and Holiday Tree Farms, Inc. knowingly used the services of an unlicensed labor contractor, defendant Ezequiel Pablo Gaspar, to supply workers to harvest Christmas trees at Holiday Tree Farms work sites.

31.

Defendants Jose Mota, JMG Labor Contractor Company and Holiday Tree Farms, Inc. are personally, jointly and severally liable with Ezequiel Pablo Gaspar to the same extent and in the same manner as provided in ORS 658.453(4), pursuant to ORS 658.465.

32.

Plaintiffs re-allege paragraphs 56-66 of the Complaint.

33.

Plaintiff Diego Gomez Hernandez has suffered economic damages in the amount of \$197,000 for medical expenses and lost wages as a result of defendants' actions.

34.

Plaintiff Diego Gomez Hernandez has suffered non-economic damages in the amount of \$200,000 for mental anguish, pain and suffering and permanent injury as a result of defendants' actions.

35.

Plaintiff Gaspar Gomez Hernandez has suffered economic damages in the amount of \$29,600 for medical expenses and lost wages as a result of defendants' actions.

36

Plaintiff Gaspar Gomez Hernandez has suffered non-economic damages in the amount of \$75,000 for mental anguish, pain and suffering and permanent injury as a result of defendants' actions.

37.

Plaintiff Juan Gomez Hernandez has suffered economic damages in the amount of \$27,600 for medical expenses and lost wages as a result of defendants' actions.

1 38.

2 Plaintiff Juan Gomez Hernandez has suffered non-economic damages in the amount of  
3 \$75,000 for mental anguish, pain and suffering and permanent injury as a result of defendants'  
4 actions.  
5

6 39.

7 Plaintiffs claim the greater of actual damages or statutory damages of \$1000 for each  
8 violation of ORS 658.440, pursuant to ORS 658.453.453(4).  
9

10 40.

11 Plaintiffs claim attorney fees pursuant to ORS 658.453(4).  
12

13 41.

14 Plaintiffs filed a complaint with the Oregon Bureau of Labor and Industries prior to filing  
15 this legal action.

16 For their SECOND CLAIM FOR RELIEF, (federal Migrant and Seasonal Agricultural  
17 Worker Protection Act (AWPA)), plaintiffs allege:  
18

19 42.

20 Plaintiffs re-allege paragraphs 1-9, 11-26, 30, 32-37 and 40 of the Complaint.  
21

22 43.

23 Defendants Ezequiel Pablo Gaspar, Jose Mota and JMB Labor Contractor Company were  
24 not registered as farm labor contractors with the United States Department of Labor, as required  
25 by 29 U.S.C. § 1811(a).  
26

27 44.

28 Defendants Ezequiel Pablo Gaspar and Jose Mota were not registered as farm labor  
contractor employees of defendant JMB Labor Contractor Company with the United States

1 Department of Labor, as required by 29 U.S.C. § 1811(b).

2 45.

3 Defendants utilized the services of farm labor contractors to supply plaintiffs and other  
4 migrant and seasonal agricultural workers without first taking reasonable steps to determine that  
5 the farm labor contractors possessed certificates of registration which were valid and authorized  
6 the activities utilized, in violation of 29 U.S.C. § 1842.

8 46.

9 Defendants Ezequiel Pablo Gaspar, Jose Mota and JMB Labor Contractor Company were  
10 not registered by the United States Department of Labor to transport plaintiffs or other workers,  
11 in violation of 29 U.S.C. § 1812(2).

13 47.

14 Defendants used or caused to be used a vehicle for the transportation of plaintiffs without  
15 ensuring that the vehicle conformed to applicable safety standards, in violation of 29 U.S.C. §  
16 1841(b)(1)(A) and 29 U.S.C. § 1841(b)(2)(A).

18 48.

19 Defendants used or caused to be used a vehicle for the transportation of plaintiffs without  
20 ensuring that the vehicle driver had a valid and appropriate Oregon driver's license to operate the  
21 vehicle, in violation of 29 U.S.C. § 1841(b)(1)(B) and 29 U.S.C. § 1841(b)(2)(A).

23 49.

24 Defendants used or caused to be used a vehicle for the transportation of plaintiffs without  
25 having an adequate insurance policy or liability bond which ensured against liability for damages  
26 to persons or property from the ownership, operation, or the causing to be operated, of the  
27 vehicle, in violation of 29 U.S.C. § 1841(b)(1)(C) and 29 U.S.C. § 1841(b)(2)(A).



1 50.

2 On information and belief, defendants failed to post a poster with the rights and  
3 protections afforded to plaintiffs under AWPAs, in violation of 29 U.S.C. § 1821(b) and 29  
4 U.S.C. § 1831(b).  
5

6 51.

7 Defendants' acts as outlined above were intentional within the meaning of the AWPAs.

8 52.

9 Plaintiffs have attempted in good faith to resolve the issues in dispute without litigation.  
10

11 53.

12 Plaintiffs re-alleged paragraphs 56-66 of the Complaint

13 54.

14 Plaintiffs claim the greater of actual damages or statutory damages of \$500.00 for each  
15 defendants' violations of the AWPAs.  
16

17 For their THIRD CLAIM FOR RELIEF, (Negligence), plaintiffs allege:

18 55.

19 Plaintiffs re-allege paragraphs 1-52 of the Complaint.  
20

21 56.

22 On or about September November 29, 2019, Plaintiffs Diego Gomez Hernandez, Gaspar  
23 Gomez Hernandez, and Juan Gomez Hernandez were passengers in a van that Defendant  
24 Ezequiel Pablo Gaspar was driving as set forth above when Defendant Ezequiel Pablo Gaspar,  
25 attempting to make a left turn from eastbound Sunnyview Road NE to Cordon Road NE, failed  
26 to yield right-of-way and collided with another vehicle driving westbound on Sunnyview Road  
27 NE.  
28

57.

At the aforementioned time and place, Defendant Ezequiel Pablo Gaspar; individually, and Defendants Holiday Tree Farms, Inc., JMG Labor Contractor Company, and Jose Jesus Mota, jointly and severally, through their actions as an agent or employee, was negligent in one or more of the following particulars:

- (a) In failing to maintain proper control of his vehicle;
- (b) In driving a vehicle in a manner that endangers or would be likely to endanger any person or property;
- (c) In making an unsafe left turn;
- (d) In failing to yield right-of-way;
- (e) In failing to obey a traffic control device; and
- (f) In failing to maintain a proper lookout.

58.

As a direct result of Defendants' negligence, Plaintiff Diego Gomez Hernandez sustained the following permanent injuries:

- (a) A pulling and straining of the tissues, muscles, nerves, and ligaments of his neck and back;
- (b) Right femur shaft fracture;
- (c) Left radius fracture;
- (d) Grade 4 liver laceration;
- (e) Grade 1 spleen laceration;
- (f) Lacerations to his thigh and upper buttocks;
- (g) Subcutaneous mass of head;

- (h) Closed head injury with concussion and loss of consciousness; and
- (i) Mental and physical pain and suffering.

59.

As a direct result of Defendants' negligence, Plaintiff Gaspar Gomez Hernandez sustained the following permanent injuries:

- (a) A pulling and straining of the tissues, muscles, nerves, and ligaments of his neck and back;
- (b) Bilateral anterior thigh pain from hip to knee;
- (c) Closed head injury with concussion and loss of consciousness;
- (d) Abdominal pain;
- (e) Left wrist pain; and
- (f) Mental and physical pain and suffering.

60.

As a direct result of Defendants' negligence, Plaintiff Juan Gomez Hernandez sustained the following permanent injuries:

- (a) A pulling and straining of the tissues, muscles, nerves, and ligaments of his neck and back;
- (b) Right arm fracture;
- (c) Closed head injury with loss of consciousness; and
- (d) Mental and physical pain and suffering.

//

//

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61.

As a direct result of Defendants' negligence, Plaintiff Diego Gomez Hernandez has incurred economic damages consisting of reasonable and necessary hospital and medical expenses in the amount of \$125,000 and wage loss in the amount of \$72,000.

62.

As a direct result of Defendants' negligence, Plaintiff Gaspar Gomez Hernandez has incurred economic damages consisting of reasonable and necessary hospital and medical expenses in the amount of \$17,000 and wage loss in the amount of \$12,600.

63.

As a direct result of Defendants' negligence, Plaintiff Juan Gomez Hernandez has incurred economic damages consisting of reasonable and necessary hospital and medical expenses in the amount of \$15,000 and wage loss in the amount of \$12,600.

64.

As a result of Defendants' negligence, Plaintiff Diego Gomez Hernandez has sustained non-economic damages in the amount of \$200,000.

65.

As a direct result of Defendants' negligence, Plaintiff Gaspar Gomez Hernandez has sustained non-economic damages in the amount of \$75,000.

66.

As a direct result of Defendants' negligence, Plaintiff Juan Gomez Hernandez has sustained non-economic damages in the amount of \$75,000.

**WHEREFORE**, plaintiffs request judgment against defendants as follows:

1. On their First Claim for Relief, the greater of actual or statutory damages for violations of the OCRA in the amounts of:
  - a. \$397,000 for Diego Gomez Hernandez;
  - b. \$104,600 for Gaspar Gomez Hernandez;
  - c. \$102,600 for Juan Gomez Hernandez.
2. On their Second Claim for Relief, the greater of actual or statutory damages for violations of the AWPB in the amounts of:
  - a. \$397,000 for Diego Gomez Hernandez;
  - b. \$104,600 for Gaspar Gomez Hernandez;
  - c. \$102,600 for Juan Gomez Hernandez.
3. On their Third Claim for relief economic and non-economic damages for negligence in the amounts of:
  - a. \$397,000 for Diego Gomez Hernandez;
  - b. \$104,600 for Gaspar Gomez Hernandez;
  - c. \$102,600 for Juan Gomez Hernandez.
4. Plaintiffs' costs and disbursements pursuant to ORCP 68.B. and ORS 20.190.
5. Plaintiffs' attorney fees pursuant to ORA 658.453(4).
6. Such other and further relief as the Court deems just, reasonable, and proper.

DATED this 29<sup>th</sup> day of November, 2021.

OREGON LAW CENTER

/s/ Mark J. Wilk

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10 Of Attorneys for Plaintiffs  
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# EXHIBIT B

CERTIFIED TRUE COPY



**IN THE CIRCUIT COURT OF THE STATE OF OREGON**  
**FOR THE COUNTY OF MULTNOMAH**

NANCY DOTY INC., Personal  
 Representative for the Estate of  
**ANDRES ALONZO CANIL**, Deceased; and  
**LUCAS MAURICIO ALONZO GÓMEZ**,  
 a Resident of Oregon,

Plaintiffs,

v.

**HOLIDAY TREE FARMS, INC.**,  
 an Oregon corporation; **JMG LABOR**  
**CONTRACTOR COMPANY**, an Oregon  
 corporation; **JOSÉ JESÚS MOTA**, a  
 Resident of Oregon; and **PABLO GASPAR-**  
**EZEQUIEL**, a Resident of Oregon,

Defendants.

Case No. 22CV10795

**FIRST AMENDED COMPLAINT**

Wrongful Death – Personal Injuries –  
 Negligence – Negligence *Per Se* (Auto) –  
 Vicarious Liability – Employers' Liability  
 Law – Oregon Contractor Registration Act –  
 Attorney Fees per ORS 658.453(4)

Amount in Dispute: \$33,170,000.00  
 Filing Fees Determined by ORS 21.160(1)(e)  
 (Not Subject to Mandatory Arbitration)  
 (Demand for Jury Trial)

Plaintiffs allege:

**FIRST CLAIM FOR RELIEF**  
**(Estate of Andres Alonzo Canil)**  
**(Against Defendant Pablo Gaspar-Ezequiel)**

**COUNT ONE**  
**(Negligence)**

1.

At all times material hereto:

- a) Nancy Doty Inc. is the duly appointed and acting Personal Representative of the Estate of Andres Alonzo Canil, deceased, pursuant to a Limited Judgment dated March 4, 2022, entered in the Circuit Court of the State of Oregon for the County of Marion, Probate Department Case No. 22PB02123;



- 1 b) Plaintiff's decedent, Andres Alonzo Canil ("ALONZO CANIL" or  
2 "PLAINTIFF'S DECEDENT") was a resident of the city of Woodburn,  
3 county of Marion, state of Oregon, and was forty-one (41) years of age at  
4 the time of his death, with a birth date of September 10, 1978;
- 5 c) Plaintiff's decedent, Andres Alonzo Canil, is survived by plaintiff Lucas  
6 Mauricio Alonzo Gómez, son; Domingo Versain Alonzo Gómez, son;  
7 Magdalena Esperanza Alonzo Gómez, daughter; Juana Irma Alonzo  
8 Gómez, daughter; Domingo Alonzo Perez, father; and Juana Gaspar Martin  
9 Guatemala, mother;
- 10 d) Plaintiff Lucas Alonzo Mauricio Gómez ("ALONZO GÓMEZ" or  
11 "PLAINTIFF") was a resident of the city of Woodburn, county of Marion,  
12 state of Oregon, with a date of birth of January 10, 2002;
- 13 e) Defendant Holiday Tree Farms, Inc. ("HOLIDAY TREE FARMS"), was a  
14 duly organized Oregon corporation, with a principal place of business,  
15 mailing address, and registered agent located at 800 N.W. Cornell Avenue  
16 in the city of Corvallis, county of Benton, state of Oregon;
- 17 f) Defendant Holiday Tree Farms is Oregon's largest supplier of Christmas  
18 trees, wreaths, and greens, and carries on regular and sustained business  
19 activity within Multnomah County by selling its products at The Home  
20 Depot and Costco locations throughout the state of Oregon, including  
21 multiple The Home Depot and Costco locations within Multnomah county;
- 22 g) Defendant JMG Contractor Company ("JMG") was a duly organized  
23 Oregon corporation, with a principal place of business, mailing address, and  
24 registered agent located at 4779 Future Drive, N.E., in the city of Salem,  
25 county of Marion, state of Oregon, doing business as an agricultural farming  
26 contractor;
- h) Defendant José Jesús Mota ("MOTA") was and is a farm labor contractor  
residing in the city of Salem, county of Marion, state of Oregon, and is the  
president and registered agent of JMG Labor Contractor Company;
- i) Defendant Pablo Gaspar-Ezequiel ("GASPAR-EZEQUIEL") was a  
resident of the city of Woodburn, county of Marion, state of Oregon, during  
the time that gave rise to this action, and whose current residence is in the  
country of Guatemala;
- j) Defendant Gaspar-Ezequiel was an employee and/or agent of defendants  
Mota, JMG, and Holiday Tree Farms, and each of them, acting within the  
course and scope of his employment and/or agency relationship;
- k) Cory Kudna ("KUDNA"), was the operator of a 2003 Ford F-350 pickup  
truck involved in the motor vehicle crash described herein;

- 1) The intersection of Cordon Road, N.E., and Sunnyview Road, N.E. was and is comprised of duly dedicated public thoroughfares located within the city of Salem, county of Marion, state of Oregon.

2.

During the fall of 2019, defendants Gaspar-Ezequiel, Mota, and JMG recruited Alonzo Canil, Alonzo Gómez, and other workers, to work for defendant Holiday Tree Farms to harvest Christmas trees at various Holiday Tree Farms sites around the city of Corvallis, county of Benton, state of Oregon. Defendant Gaspar-Ezequiel supplied plaintiff's decedent, plaintiff, and other workers to defendants Mota, JMG, and Holiday Tree Farms. Defendant Gaspar-Ezequiel acted either in the course and scope of his employment with defendants Mota, JMG, and Holiday Tree Farms, or was authorized to act as an agent on behalf of defendants Mota, JMG, and Holiday Tree Farms.

3.

Defendant Gaspar-Ezequiel did not possess a labor contractor's license issued by the Oregon Bureau of Labor and Industries at any time relevant to this action. Defendant Gaspar-Ezequiel did not provide plaintiff's decedent or plaintiff with written disclosure of the terms and conditions of their employment at the time of their recruitment.

4.

Defendants Gaspar-Ezequiel, Mota, JMG, and Holiday Tree Farms, determined when and where work would start and end each day at the various tree farms, often located in remote, rural areas.

5.

Defendant Gaspar-Ezequiel transported Alonzo Canil, Alonzo Gómez, and other workers to and from the various work sites in a passenger van. Defendant Gaspar-Ezequiel charged each worker, including plaintiff's decedent and plaintiff, seven dollars (\$7.00) per day for transportation and collected his remuneration when the workers cashed their paychecks. Defendants Mota, JMG, and Holiday Tree Farms controlled the method and physical manner in which defendant Gaspar-

1 Ezequiel transported the workers, including plaintiff's decedent, Alonzo Canil, and plaintiff,  
2 Alonzo Gómez, and expressly or impliedly authorized defendant Gaspar-Ezequiel to utilize the  
3 method and physical manner of transportation he did at the time of the collision.

4 6.

5 Defendant Gaspar-Ezequiel regularly transported plaintiffs and other workers to the office  
6 of defendant JMG, where he obtained their paychecks, and he then transported the workers to a  
7 location where they could cash them.

8 7.

9 On or about November 29, 2019, defendant Gaspar-Ezequiel was operating a 2006  
10 Chevrolet Express Van, Oregon vehicle plate number 245HMU (the "VAN"), carrying a group of  
11 sixteen (16) farm workers, including plaintiff's decedent, Andres Alonzo Canil, and plaintiff,  
12 Lucas Alonso Gómez. The farm workers, including Alonzo Canil and Alonzo Gómez, had been  
13 working earlier in the day as laborers for defendants Mota, JMG, and Holiday Tree Farms, and  
14 each of them, harvesting, loading, and transporting Christmas trees to and from various Holiday  
15 Tree Farms sites near the city of Corvallis, county of Benton, state of Oregon.

16 8.

17 On the night of November 29, 2019, while returning from the last work site, defendant  
18 Gaspar-Ezequiel was driving the Van transporting the farm workers, including plaintiff's decedent,  
19 Andres Alonzo Canil, and plaintiff, Lucas Alonso Gómez, to a location to cash their paychecks.  
20 Defendant Gaspar-Ezequiel and the farm workers had just finished a nearly eleven (11)-hours-  
21 long shift beginning at approximately 6:30 a.m. and ending at around 6:00 p.m. Additionally, the  
22 farm workers maintained this schedule for defendants seven (7)-days per week for four weeks with  
23 only water supplied during the workday.

24 ///

25 ///

26 ///

1 9.

2 At around 7:20 p.m., the Van operated by defendant Gaspar-Ezequiel was traveling  
3 eastbound on Sunnyview Road, N.E., in the city of Salem, county of Marion, state of Oregon,  
4 approaching the illuminated intersection of Sunnyview Road, N.E., and Cordon Road, N.E. (the  
5 “INTERSECTION”). As defendant Gaspar-Ezequiel neared the Intersection, he slowed the Van  
6 and turned on the vehicle’s left turn signal to indicate that the Van intended to turn left onto  
7 northbound Cordon Road, N.E. At the same time, Kunda, driving a 2003 Ford F-350 pickup truck,  
8 Oregon vehicle plate number ZRS846, was traveling westbound on Sunnyview Road, N.E., at a  
9 speed of approximately fifty-five miles-per-hour (55 mph). As Kunda approached the Intersection,  
10 he saw the Van slowing and the Van’s left-turn signal flashing.

11 10.

12 At approximately 7:23 p.m., defendant Gaspar-Ezequiel initiated a left-hand turn into the  
13 Intersection toward northbound Cordon Road, N.E., at the same time Kunda entered the  
14 Intersection. Kunda’s pickup truck impacted the front-passenger side of the Van in a T-bone  
15 collision. Kunda was unable to brake or attempt any avoidance maneuvers prior to impact.

16 11.

17 The motor vehicle crash killed three (3) workers, including plaintiff’s decedent, Andres  
18 Alonzo Canil, and seriously injured twelve (12) other workers, including plaintiff, Lucas Alonzo  
19 Gómez.

20 12.

21 Defendant Gaspar-Ezequiel did not have a valid driver’s license at the time of the crash,  
22 and he did not have proper insurance coverage on the Van that he was using to transport Alonzo  
23 Canil, Alonzo Gómez, and the other workers.

24 ///

25 ///

26 ///

13.

Alonzo Canil and Alonzo Gómez were passengers in the Van driven by defendant Gaspar-Ezequiel when defendant Gaspar-Ezequiel failed to yield the right-of-way, attempted to make a left turn from eastbound Sunnyview Road, N.E., to Cordon Road, N.E., and collided with another vehicle driving westbound on Sunnyview Road, N.E.

14.

The cause of the aforementioned motor vehicle collision was the negligence of defendant Gaspar-Ezequiel in one or more of the following particulars:

- a) In failing to yield the right-of-way to defendant Kunda thereby causing the T-bone collision;
- b) In attempting to make an unsafe left turn from eastbound Sunnyview Road, N.E., to Cordon Road, N.E.;
- c) In failing to maintain proper control of the vehicle;
- d) In driving the vehicle in a manner that endangered or would be likely to endanger any person or property;
- e) In failing to obey a traffic control device in the form of a solid green circle, requiring that he yield to oncoming traffic;
- f) In failing to maintain a proper lookout.

15.

The negligence, fault, and/or vicarious liability of defendants, and each of them, independently and/or by and through the acts or omissions of their employees and/or agents, was a substantial factor in causing, enhancing, and/or contributing to injuries to and the death of plaintiff's decedent Andres Alonzo Canil.

///

///

16.

The negligence, fault, and/or liability of defendants, and each of them, caused plaintiff's decedent Andres Alonzo Canil to incur pain and suffering between the time of his injuries and the time of his death, thereby entitling the Estate to an award of noneconomic damages in the sum of \$2,500,000.00.

17.

The negligence, fault, and/or liability of defendants, and each of them, in one or more of the particulars set forth herein, caused the beneficiaries of the Estate to suffer the loss of society and companionship of plaintiff's decedent, entitling the Estate to an award of noneconomic damages in the sum of \$30,000,000.00.

18.

The negligence, fault, and/or liability of defendants, and each of them, caused the Estate to incur a pecuniary loss on behalf of plaintiff's decedent in the approximate sum of \$75,000.00 for the decedent's loss of earnings to date, and the approximate sum of \$450,000.00 as the present value for the decedent's lost wages and/or loss of earnings capacity in the future, a total of the approximate sum of \$525,000.00 for the Estate's pecuniary loss.

19.

The negligence, fault, and/or liability of defendants, and each of them, caused the Estate to incur the approximate sum of \$5,000.00 for the reasonable cremation services and funeral expenses for plaintiff's decedent.

20.

Plaintiffs are entitled to pre-judgment interest at the legal rate of 9% per annum for their economically verifiable losses from the date of loss to the date of entry of judgment herein.

21.

Plaintiffs reserve the right to amend this complaint at the time of trial to more completely allege plaintiffs' respective economic losses and/or to conform to proof offered at trial.

22.

Plaintiffs hereby demand a jury trial.

**COUNT TWO**  
**(Negligence *Per Se*)**

23.

Plaintiffs reallege and incorporate ¶¶1 through 13 and ¶¶15 through 22 of Count One of the First Claim for Relief, as set forth above.

24.

Defendant Gaspar-Ezequiel was negligent *per se* in operating the motor vehicle in violation of one or more of the following statutes:

- a) ORS 811.350, which prohibits a person from making a dangerous left turn within an intersection by not yielding the right of way to a vehicle approaching from the opposite direction that is within the intersection or so close as to constitute an immediate hazard;
- b) ORS 811.260, which prohibits a driver from failing to yield the right of way to other vehicles within an intersection at the time the green light on a traffic control device is shown;
- c) ORS 811.135, which prohibits a person driving a vehicle upon a highway in a manner that endangers or would likely endanger any person or property;
- d) ORS 811.255, which prohibits a person who is an owner, lessor or lessee of a motor vehicle or who employs or otherwise directs the driver of a motor vehicle, from knowingly permitting the operation of the vehicle in violation of any of the laws governing operator driving privileges.

25.

One or more of the above-described instances of negligence *per se* was a cause in fact of the aforementioned collision. Plaintiffs, and each of them, are members of the class of persons that ORS 811.350, 811.260, 811.135, and 811.255 were enacted to protect, and their injuries are of the type that these statutes were enacted to prevent.



26.

The negligence *per se* of defendant Gaspar-Ezequiel, in one or more of the above particulars, was a substantial factor in causing or contributing to the injuries and death of plaintiff's decedent Andres Alonzo Canil, as set forth in ¶¶11.

27.

The negligence *per se* of defendant Gaspar-Ezequiel, in one or more of the above particulars, was a substantial factor in causing, contributing to, or exacerbating, the injuries set forth in ¶¶65 to plaintiff Lucas Alonzo Gómez, some of which may be permanent in nature.

28.

Plaintiffs are entitled to damages on Count Two of the First Claim for Relief as set forth above in ¶¶18 through 25 of Count One of the First Claim for Relief.

**SECOND CLAIM FOR RELIEF**  
**(Estate of Andres Alonzo Canil)**  
**(Against Defendants Holiday Tree Farms, Inc.,**  
**JMG Contractor Company, and José Jesús Mota)**

**COUNT ONE**  
**(Vicarious Liability – Negligence and Negligence *Per Se*)**

29.

Plaintiffs reallege and incorporate ¶¶1 through 22 of Count One of the First Claim for Relief and ¶¶24 through 27 of Count Two of the First Claim for Relief, as set forth above.

30.

At all material times, defendant Gaspar-Ezequiel, while operating the Van transporting seasonal farm workers he recruited and supplied to defendants Holiday Tree Farms, JMG, and Mota with the express and/or implied permission of said defendants, and each of them, to cash their paychecks and renumerate defendant Gaspar-Ezequiel for the transportation, was acting within the course and scope of his employment and/or agency relationship with defendants Holiday Tree Farms, JMG, and Mota. Defendants Holiday Tree Farms, JMG, and Mota, and each of them,



1 controlled the method and physical manner in which defendant Gaspar-Ezequiel drove the  
2 workers, and authorized defendant Gaspar-Ezequiel to utilize the method and physical manner in  
3 which he was driving the workers at the time of plaintiffs' injuries.

4 31.

5 Defendants Holiday Tree Farms, JMG, and Mota, and each of them, are vicariously liable  
6 for the negligent acts and omissions of defendant Gaspar-Ezequiel, as set forth above in Counts  
7 One and Two of the First Claim for Relief.

8 32.

9 Plaintiff's decedent, Andres Alonzo Canil suffered injuries, and ultimately his death, as set  
10 forth in ¶¶ 11 and 15, and the Estate is entitled to damages on Count One of the Second Claim for  
11 Relief as set forth above in ¶¶ 16 through 20 of Count One of the First Claim for Relief.

12 **COUNT TWO**  
13 **(Independent Negligence)**

14 33.

15 Plaintiffs reallege and incorporate ¶¶ 1 through 22 of Count One of the First Claim for  
16 Relief, ¶¶ 24 through 27 of Count Two of the First Claim for Relief, and ¶¶ 30 and 31 of Count One  
17 of the Second Claim for Relief as set forth above.

18 34.

19 Prior to the subject motor vehicle crash, defendant Gaspar-Ezequiel and the passenger farm  
20 workers in the Van had just finished a nearly eleven (11)-hour-long workday harvesting and  
21 transporting Christmas trees for defendants Holiday Tree Farms, JMG, and Mota, and each of  
22 them. In addition, defendant Gaspar-Ezequiel and the farm workers had worked this schedule for  
23 defendants Holiday Tree Farms, JMG, and Mota, for seven (7)-days per week for four weeks with  
24 only water supplied during the work day. At the time of the subject motor vehicle crash, several  
25 of the farm workers in the Van were exhausted from the grueling month of work and had fallen  
26 asleep.

1 35.

2 At all material times, defendants Holiday Tree Farms, JMG, and Mota, and each of them,  
3 controlled the work assignments of defendant Gaspar-Ezequiel; knew or had reason to know of  
4 the number of hours that Gaspar-Ezequiel had been working in general, and on November 29,  
5 2019 in particular; knew or had reason to know that Gaspar-Ezequiel drove to and from work at  
6 various Holiday Tree Farms sites in the Van which carried other farm workers, including plaintiff's  
7 decedent and plaintiff; and knew or had reason to know that Gaspar-Ezequiel was renumera-  
8 ted for transporting farm workers to the various Holiday Tree Farms sites at the time the farm workers  
9 cashed their paychecks.

10 36.

11 Defendants Holiday Tree Farms, JMG, and Mota, and each of them, knew, or, in the  
12 exercise of reasonable care, should have known, that defendant Gaspar-Ezequiel, acting as an  
13 employee and/or agent of said defendants, was working so many hours such that his ability to drive  
14 safely would be impaired. Defendants Mota, JMG, and Holiday Tree Farms, and each of them,  
15 further knew, or, in the exercise of reasonable care, should have known, that defendant Gaspar-  
16 Ezequiel would operate a motor vehicle and would be a hazard to himself, to the passengers of the  
17 Van, including Alonzo Canil and Alonzo Gómez, and to others.

18 37.

19 Defendants Holiday Tree Farms, JMG, and Mota, and each of them, were independently  
20 negligent in one or more of the following particulars:

- 21 a) In working defendant Gaspar-Ezequiel more hours than was reasonable  
22 under the circumstances when defendants Holiday Tree Farms, JMG, and  
23 Mota, and each of them, knew, or in the exercise of reasonable care should  
24 have known, that defendant Gaspar-Ezequiel would operate a motor vehicle  
and be a hazard to himself, to the passengers of the Van, including plaintiff's  
decedent and plaintiff, and to other motorists on the road;
- 25 b) In permitting defendant Gaspar-Ezequiel to work too many hours without  
26 adequate rest;

- 1 c) In permitting defendant Gaspar-Ezequiel to drive a motor vehicle when  
 2 defendants Holiday Tree Farms, JMG, and Mota, and each of them, knew,  
 3 or, in the exercise of reasonable care, should have known, that defendant  
 4 Gaspar-Ezequiel could not drive safely due to overwork and exhaustion;  
 5  
 6 d) In failing to establish policies and procedures to prevent employees and/or  
 7 agents, including defendant Gaspar-Ezequiel, from working more hours  
 8 than was reasonable under the circumstances, when defendants Holiday  
 9 Tree Farms, JMG, and Mota, knew, or, in the exercise of reasonable care,  
 10 should have known, that defendant Gaspar-Ezequiel, as an employee and/or  
 11 agent of defendants Holiday Tree Farms, JMG, and Mota, was working so  
 12 many hours that his ability to drive safely would be impaired;  
 13  
 14 e) In failing to provide adequate training with respect to the dangers of  
 15 overwork and exhaustion and their impacts on a person's ability to drive  
 16 safely.

17 38.

18 The independent negligence of defendants Holiday Tree Farms, JMG, and Mota, and each  
 19 of them, in one or more of the particulars set forth above, was a substantial factor in causing the  
 20 injuries to, and ultimately the death of, plaintiff's decedent Andres Alonzo Canil, as set forth in  
 21 ¶¶11 and 15 above, and the Estate is entitled to damages on Count Two of the Second Claim for  
 22 Relief as set forth above in ¶¶16 through 20 of Count One of the First Claim for Relief.

23 **COUNT THREE**  
 24 **(Employers' Liability Law)**  
 25 **(Not Based on Safety Codes)**

26 39.

Plaintiffs reallege and incorporate ¶¶1 through 22 of Count One of the First Claim for  
 Relief, ¶¶24 through 27 of Count Two of the First Claim for Relief, ¶¶30 and 31 of Count One of  
 the Second Claim for Relief, and ¶¶34 through 37 of Count Two of the Second Claim for Relief  
 as set forth above.

40.

At all material times there was in full force and effect in the State of Oregon an Employers'  
 Liability Law ("ELL") which provided in pertinent part as follows:

///

**ORS 654.305.** Generally, all owners, contractors or subcontractors and other persons having charge of, or responsibility for, any work involving a risk or danger to the employees or the public shall use every device, care and precaution that is practicable to use for the protection and safety of life and limb, limited only by the necessity for preserving the efficiency of the structure, machine or other apparatus or device, and without regard to the additional cost of suitable material or safety appliance and devices.

41.

At all material times herein, defendants Holiday Tree Farms, JMG, and Mota, and each of them, and their employees were in charge of and responsible for work involving the risk or danger to plaintiff's decedent, Alonzo Canil, to plaintiff Alonzo Gómez, and to other employees, and/or to members of the general public—*i.e.*, the transportation of sixteen (16) farm workers in a passenger van operated by an unlicensed driver after the driver had worked a nearly eleven (11)-hour-long shift beginning at approximately 7:30 a.m. and ending at 6:00 p.m. on November 29, 2019, and had worked this schedule for seven (7)-days per week for four weeks with only water supplied during the work day by defendants Holiday Tree Farms, JMG, and/or Mota.

42.

Defendants Holiday Tree Farms, JMG, and Mota, and each of them, had actual control of the work being done, and/or had retained the right to control the work, and/or were engaged in a common enterprise with each other, during the transportation of farm workers in a passenger van to and from various Holiday Tree Farms sites. Defendants Holiday Tree Farms, JMG, and Mota, and each of them, were indirect employers of plaintiff's decedent, Alonzo Canil, and plaintiff by virtue of their ability to control, either through actual or a retained right of control, the activities of the workers, including plaintiff's decedent and plaintiff, as well as their ability to control the activities of defendant Gaspar-Ezequiel. Defendants Holiday Tree Farms, JMG, and Mota, and each of them, were indirect employers of the workers, including plaintiff's decedent, Alonzo Canil, and plaintiff Alonzo Gómez, by virtue of the common enterprise undertaken by the defendants, which included adopting plaintiff's decedent and plaintiff as employees of defendant Holiday Tree

1 Farms, JMG, and Mota for the purposes of furthering defendants' respective commercial interests,  
2 and controlling the risk-producing activity and instrumentality that caused the collision.

3 43.

4 Defendants Holiday Tree Farms, JMG, and Mota, and each of them, failed to use every  
5 device, care, or precaution which was practical to use for the protection and safety of plaintiffs'  
6 life and limb in one or more of the particulars alleged in ¶¶37 above.

7 44.

8 One or more of the violations of the ELL by defendants Holiday Tree Farms, JMG, and  
9 Mota, and each of them, in one or more of the particulars set forth above, was a substantial factor  
10 in causing the injuries to, and ultimately the death of, plaintiff's decedent Andres Alonzo Canil,  
11 as set forth in ¶¶11 and 15 above, and the Estate is entitled to damages on Count Three of the Second  
12 Claim for Relief as set forth above in ¶¶16 through 20 of Count One of the First Claim for Relief.

13 **COUNT FOUR**  
14 **(Employers' Liability Law)**  
15 **(Based on Safety Codes—Oregon Administrative Rules)**

16 45.

17 Plaintiffs reallege and incorporate ¶¶1 through 22 of Count One of the First Claim for  
18 Relief, ¶¶24 through 27 of Count Two of the First Claim for Relief, ¶¶30 and 31 of Count One of  
19 the Second Claim for Relief, ¶¶34 through 37 of Count Two of the Second Claim for Relief, and  
20 ¶¶40 through 43 of Count Three of the Second Claim for Relief as set forth above.

21 46.

22 At all material times there was in full force and effect in the ELL of the State of Oregon,  
23 which also provided in pertinent part as follows:

24 ///

25 ///

26 ///

**ORS 654.310.** All owners, contractors, subcontractors, or persons whatsoever, engaged in the construction, repairing, alteration, removal or painting of any building, bridge, viaduct or other structure, or in the erection **or operation of any machinery**, or in the manufacture, transmission and use of electricity, or in the manufacture or use of any dangerous appliance or substance, shall see that all places of employment are in compliance with every applicable order, decision, direction, standard, rule or regulation made or prescribed by the Department of Consumer and Business Services. (emphasis added).

47.

At all material times herein, defendants Holiday Tree Farms, JMG, and Mota, and each of them, as growers, harvesters, distributors, and/or sellers of Christmas trees from various Holiday Tree Farms sites, together with their employees, had a duty to furnish plaintiff's decedent and plaintiff with a place of employment which was safe and healthful for them. Alonzo Canil and Alonzo Gómez were both members of the class of persons intended to be protected by the safety codes, rules, and regulations, set forth below.

48.

Defendants Holiday Tree Farms, JMG, and Mota, and each of them, failed to see that the place of employment of plaintiff's decedent and plaintiff complied with all rules and regulations prescribed by the Department of Consumer and Business Services by violating one or more of the following rules and regulations:

- a) In violating 29 CFR 1926.21(b) accident prevention responsibilities;
- b) In violating 29 CFR 1926.21(b)(2) accident avoidance responsibilities.

49.

One or more of the violations of the ELL by defendants Holiday Tree Farms, JMG, and Mota, and each of them, in one or more of the particulars set forth above, was a substantial factor in causing the injuries to, and ultimately the death of, plaintiff's decedent Andres Alonzo Canil, as set forth in ¶¶11 and 15 above, and the Estate is entitled to damages on Count Four of the Second Claim for Relief as set forth above in ¶¶16 through 20 of Count One of the First Claim for Relief.

///

**THIRD CLAIM FOR RELIEF**  
**(Estate of Andres Alonzo Canil)**  
**(Against All Defendants)**  
**(Oregon Contractor Registration Act [OCRA])**

50.

Plaintiffs reallege and incorporate ¶¶1 through 49 of the First and Second Claims for Relief, ¶¶1 through 49 of the First and Second Claims for Relief as set forth above.

51.

At all material times, defendants Holiday Tree Farms, JMG, and Mota, and each of them, knowingly used the services of an unlicensed labor contractor, defendant Gaspar-Ezequiel, to supply workers to harvest Christmas trees at Holiday Tree Farms work sites.

52.

Defendant Gaspar-Ezequiel violated ORS 658.440(1)(a) and ORS 658.440(1)(f) by failing to carry a labor contractor's license and exhibit it to all persons with whom defendant dealt in his capacity as a farm labor contractor, and by failing to furnish to plaintiffs at the time of recruitment a written statement of terms and conditions of employment.

53.

Defendants Holiday Tree Farms, JMG, and Mota, and each of them, violated ORS 658.440(3)(e) by assisting an unlicensed person to violate the Oregon Contractor Registration Act.

54.

Defendants Holiday Tree Farms, JMG, and Mota, and each of them, are personally, jointly and severally liable with defendant Gaspar-Ezequiel to the same extent and in the same manner as provided in ORS 658.453(4), pursuant to ORS 658.465.

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1 55.

2 The violations of OCRA by defendants Holiday Tree Farms, JMG, Mota, and Gaspar-  
3 Ezequiel, and each of them, was a substantial factor in causing the injuries to, and ultimately the  
4 death of, plaintiff's decedent Andres Alonzo Canil, as set forth in ¶¶11 and 15 above, and the Estate  
5 is entitled to damages on the Third Claim for Relief as set forth above in ¶¶16 through 20 of Count  
6 One of the First Claim for Relief.

7 56.

8 The Estate of Andres Alonzo Canil and Lucas Mauricio Alonzo Gómez are entitled the  
9 greater of actual damages or statutory damages of \$1,000.00 for each violation of ORS 658.440,  
10 pursuant to ORS 658.453(4).

11 57.

12 The Estate of Andres Alonzo Canil and Lucas Mauricio Alonzo Gómez are entitled to  
13 attorney fees pursuant to ORS 658.453(4).

14 58.

15 The Estate of Andres Alonzo Canil and Lucas Mauricio Alonzo Gómez filed a complaint  
16 with the Oregon Bureau of Labor and Industries prior to filing this legal action.

17 **FOURTH CLAIM FOR RELIEF**  
18 **(Lucas Mauricio Alonzo Gómez)**  
**(Against Defendant Pablo Gaspar-Ezequiel)**

19 **COUNT ONE**  
20 **(Negligence)**

21 59.

22 Plaintiffs reallege and incorporate ¶¶1 through 14 and 20 through 22 of Count One of the  
23 First Claim for Relief.

24 ///

25 ///

26 ///



60.

The negligence, fault, and/or vicarious liability of defendants, and each of them, independently and/or by and through the acts or omissions of their employees and/or agents, was a substantial factor in causing, enhancing, and/or contributing to injuries to plaintiff Lucas Alonzo Gómez, some of which are permanent, including:

- a) Sprain of right wrist;
- b) Contusion of right hip;
- c) Contusion of right arm;
- d) Bruising of right hip;
- e) Bruising and swelling of right wrist and forearm;
- f) Bruising of left wrist;
- g) Abrasion of hands and shins bilaterally;
- h) Soreness of shoulders bilaterally;
- i) Shock.

61.

The negligence, fault, and/or liability of defendants, and each of them, was a substantial factor in causing plaintiff Lucas Mauricio Alonzo Gómez to incur reasonable and necessary medical, hospital, doctor, therapy, nursing, and rehabilitation treatment expenses to date in the sum of \$10,000.00. Plaintiff Lucas Mauricio Alonzo Gómez will incur additional future medical treatment expenses in the approximate sum of \$5,000.00, all to his total economic damage in the approximate sum of \$15,000.00.

62.

As a further result of the negligence, fault, and/or liability of defendants, and each of them, plaintiff Lucas Mauricio Alonzo Gómez suffered injuries causing him pain and suffering, and his activities of daily living have been adversely affected, in the past and future, all to his noneconomic damage in a reasonable amount to be awarded by the jury, not to exceed the sum of \$125,000.00.

**COUNT TWO**  
**(Negligence *Per Se*)**

63.

Plaintiffs reallege and incorporate ¶¶1 through 14 and 20 through 22 of Count One of the First Claim for Relief, ¶¶24 through 27 of Count Two of the First Claim for Relief, and ¶¶60 through 62 of Count One of the Fourth Claim for Relief.

64.

Plaintiff Alonzo Gómez suffered injuries and is entitled to damages on Count Two of the Fourth Claim for Relief as set forth above in ¶¶60 through 62 of Count One of the Fourth Claim for Relief.

**FIFTH CLAIM FOR RELIEF**  
**(Lucas Mauricio Alonzo Gómez)**  
**(Against Defendants Holiday Tree Farms, Inc.,**  
**JMG Contractor Company, and José Jesús Mota)**

**COUNT ONE**  
**(Vicarious Liability – Negligence and Negligence *Per Se*)**

65.

Plaintiffs reallege and incorporate ¶¶1 through 14 and 20 through 22 of Count One of the First Claim for Relief, ¶¶24 through 27 of Count Two of the First Claim for Relief, ¶¶30 and 31 of Count One of the Second Claim for Relief, and ¶¶60 through 62 of Count One of the Fourth Claim for Relief.

66.

The vicarious liability of defendants Holiday Tree Farms, JMG, and Mota, and each of them, in one or more of the particulars set forth above, was a substantial factor in causing the injuries to plaintiff Lucas Mauricio Alonzo Gómez, and therefore plaintiff Alonzo Gómez is entitled to damages on Count One of the Fifth Claim for Relief as set forth above in ¶¶60 through 62 of Count One of the Fourth Claim for Relief.

**COUNT TWO**  
**(Independent Negligence)**

67.

Plaintiffs reallege and incorporate ¶¶1 through 14 and 20 through 22 of Count One of the First Claim for Relief, ¶¶24 through 27 of Count Two of the First Claim for Relief, ¶¶30 and 31 of Count One of the Second Claim for Relief, ¶¶34 through 37 of Count Two of the Second Claim for Relief, and ¶¶60 through 62 of Count One of the Fourth Claim for Relief.

68.

The independent negligence of defendants Holiday Tree Farms, JMG, and Mota, and each of them, in one or more of the particulars set forth above, was a substantial factor in causing the injuries to plaintiff Lucas Mauricio Alonzo Gómez, and therefore plaintiff Alonzo Gómez is entitled to damages on Count Two of the Fifth Claim for Relief as set forth above in ¶¶60 through 62 of Count One of the Fourth Claim for Relief.

**COUNT THREE**  
**(Employers' Liability Law)**  
**(Not Based on Safety Codes)**

69.

Plaintiffs reallege and incorporate ¶¶1 through 14 and 20 through 22 of Count One of the First Claim for Relief, ¶¶24 through 27 of Count Two of the First Claim for Relief, ¶¶30 and 31 of Count One of the Second Claim for Relief, ¶¶34 through 37 of Count Two of the Second Claim for Relief, ¶¶34 through 37 of Count Two of the Second Claim for Relief, ¶¶40 through 43 of Count Three of the Second Claim for Relief, and ¶¶60 through 62 of Count One of the Fourth Claim for Relief.

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70.

One or more of the violations of the ELL by defendants Holiday Tree Farms, JMG, and Mota, and each of them, in one or more of the particulars set forth above, was a substantial factor in causing the injuries to plaintiff Lucas Mauricio Alonzo Gómez, and therefore plaintiff Alonzo Gómez is entitled to damages on Count Three of the Fifth Claim for Relief as set forth above in ¶¶60 through 62 of Count One of the Fourth Claim for Relief.

**COUNT FOUR**  
**(Employers' Liability Law)**  
**(Based on Safety Codes–Oregon Administrative Rules)**

71.

Plaintiffs reallege and incorporate ¶¶1 through 14 and 20 through 22 of Count One of the First Claim for Relief, ¶¶24 through 27 of Count Two of the First Claim for Relief, ¶¶30 and 31 of Count One of the Second Claim for Relief, ¶¶34 through 37 of Count Two of the Second Claim for Relief, ¶¶34 through 37 of Count Two of the Second Claim for Relief, ¶¶40 through 43 of Count Three of the Second Claim for Relief, ¶¶46 through 48 of Count Four of the Second Claim for Relief and ¶¶60 through 62 of Count One of the Fourth Claim for Relief.

72.

One or more of the violations of the ELL by defendants Holiday Tree Farms, JMG, and Mota, and each of them, in one or more of the particulars set forth above, was a substantial factor in causing the injuries to plaintiff Lucas Mauricio Alonzo Gómez, and therefore plaintiff Alonzo Gómez is entitled to damages on Count Four of the Fifth Claim for Relief as set forth above in ¶¶60 through 62 of Count One of the Fourth Claim for Relief.

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**SIXTH CLAIM FOR RELIEF  
(Lucas Mauricio Alonzo Gómez)  
(Against All Defendants)  
(Oregon Contractor Registration Act [OCRA])**

73.

Plaintiffs reallege and incorporate ¶¶1 through 49 of the First and Second Claims for Relief, and ¶¶51 through 58 of the Third Claim for Relief as set forth above.

74.

Plaintiff Lucas Mauricio Alonzo Gómez is entitled to damages and attorney's fees on the Sixth Claim for Relief as set forth in ¶¶54 through 57 of the Third Claim for Relief as set forth above.

WHEREFORE, plaintiff Estate of Andres Alonzo Canil prays for judgment against defendants, and each of them, in the sum of \$33,030,000.00; plaintiff Lucas Mauricio Alonzo Gómez prays for judgment against defendants, and each of them, in the sum of \$140,000.00; both plaintiffs pray for their costs and disbursements and reasonable attorney's fees incurred herein; and both plaintiffs pray for such other relief as the court deems just and equitable.

DATED this 2nd day of December, 2022.

s/J. Randolph Pickett

J. Randolph Pickett, OSB #721974

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PICKETT DUMMIGAN MCCALL LLP

of Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that on the 2nd day of December, 2022, I served the foregoing FIRST AMENDED COMPLAINT on the following attorneys:

Sean K. Conner/Ryan J. McLellan  
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of Attorneys for Defendant  
Holiday Tree Farms, Inc.

of Attorneys for Defendants JMG Labor  
Contractor Company and José Jesús Mota

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Salem, OR 97301

of Attorneys for Defendant  
Pablo Gaspar-Ezequiel

by email pursuant to ORCP 9G by emailing to said attorneys at the email addresses indicated above, true copies thereof.

DATED this 2nd day of December, 2022.

**s/J. Randolph Pickett**

J. Randolph Pickett, OSB #721974  
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PICKETT DUMMIGAN MCCALL LLP

of Attorneys for Plaintiff

# EXHIBIT C

11/28/2022 12:42 PM

22CV40272

## IN THE CIRCUIT COURT OF THE STATE OF OREGON

## FOR THE COUNTY OF MULTNOMAH

BARTOLO LUCAS, Personal  
Representative for the Estate of DIEGO  
LUCAS FELIPE, Deceased,

Plaintiff,

vs.

HOLIDAY TREE FARMS, INC.,  
an Oregon corporation; JMG LABOR  
CONTRACTOR COMPANY, an Oregon  
corporation; and JOSE JESUS MOTA  
GONZALEZ, Resident of Oregon,

Defendants.

Case Number:

COMPLAINT

(Wrongful Death – Personal Injuries)

PRAYER: \$3,500,000

Fee pursuant to ORS 21.160: \$844  
Claim not Subject to Mandatory Arbitration

**JURY TRIAL DEMANDED**

Plaintiff hereby alleges:

1.

Plaintiff Bartolo Lucas is the duly appointed and acting Personal Representative of the Estate of Diego Lucas Felipe (“Plaintiff Estate”). The Plaintiff Estate was opened in the Probate Department of Marion County Circuit Court, Case number 21PB07297.

2.

Decedent Diego Lucas Felipe was a resident of the City of Woodburn, in Marion County, Oregon, at the time of his death. He was 18 years old when he died with a birth date of April 13, 2001.

3.

At all times material, Defendant Holiday Tree Farms, Inc. was a duly organized Oregon corporation with its principal place of business at 800 NW Cornell Ave., City of Corvallis, in Benton County, Oregon



1 4.

2 At all times material, Defendant Holiday Tree Farms, Inc. conducted regular and  
3 sustained business activity in Multnomah County, Oregon from its sale of Christmas trees and  
4 other products.

5 5.

6 At all times material, Defendant JMG Labor Contractor Company was a duly organized  
7 Oregon corporation with its principal place of business at 4779 Future Drive N.E., City of Salem,  
8 in Marion County, Oregon.

9 6.

10 At all times material, Defendant Jose Jesus Mota Gonzalez was the president and  
11 registered agent of Defendant JMG Labor Contractor Company.

12 7.

13 On the night of November 29, 2019, Decedent Diego Lucas Felipe was a passenger in a  
14 van driven by a Jose Gaspar-Ezequiel ("Gaspar"). The van held a number of passengers ("the  
15 workers"), Decedent Diego Lucas Felipe included, who had worked that day as laborers at  
16 Christmas tree farm owned and/or operated by Defendant Holiday Tree Farms, Inc.

17 8.

18 Based on information and good faith belief, at all times material Gaspar was an agent  
19 and/or employee of Defendant JMG Labor Contractor Company.

20 9.

21 Based on information and a good faith belief, Defendant JMG Labor Contractor  
22 Company and Defendant Jose Jesus Mota Gonzalez supplied Defendant Holiday Tree Farms,  
23 Inc. with the passengers in the van driven by Gaspar, including Decedent Diego Lucas Felipe, as  
24 farm laborers.

10.

Based on information and a good faith belief, Gaspar was working within the course and scope of his employment with Defendant JMG Labor Contractor Company when he was driving the workers, including Decedent Diego Lucas Felipe, on November 29, 2019

11.

Based on information and a good faith belief, the workers in the van, including Gaspar and Decedent Diego Lucas Felipe, had been working eleven-hour days, seven days a week for the four weeks prior to November 29, 2019, at Christmas tree farms owned and/or operated by Defendant Holiday Tree Farms, Inc.

12.

On the evening of November 29, 2019, Gaspar drove the workers/passengers and Decedent Diego Lucas Felipe to the residence of Defendant Jose Jesus Mota Gonzalez, which was located at 4779 Future Drive NE, City of Salem, in Marion County, Oregon to pick up paychecks. Gaspar consumed one 12-ounce can of beer at Defendant Jose Jesus Mota Gonzalez's residence.

13.

Gaspar later left Defendant Jose Jesus Mota Gonzalez's residence and continued to transport the workers, including Decedent Diego Lucas Felipe. At approximately 7:20 pm on November 29, 2019, Gaspar was travelling eastbound on Sunnyview Road NE, City of Salem, in Marion County, Oregon. Near the intersection of Sunnyview Road NE and Cordon Road NE ("the intersection"), Gaspar prepared to take a left hand turn to go northbound on Cordon Road NE. Gaspar had a solid green light at the time he prepared to turn left.

14.

At the same time Gaspar was reaching the intersection of Sunnyview Road NE and Cordon Road NE, Cory Kudna ("Kudna") was reaching the same intersection driving a vehicle westbound on Sunnyview Road NE. Kudna was also entering the intersection with a green light.

15.

Gaspar attempted to complete his left hand turn onto Cordon Road NE as Kudna's vehicle reached the intersection. Unable to break or turn due to the short distance between his and Gaspar's vehicle, Kudna's vehicle crashed into the front passenger side of Gaspar's vehicle.

16.

The crash was powerful enough that three passengers in Gaspar's vehicle, including decedent Diego Lucas Felipe, were killed. Many more passengers were seriously injured.

17.

At the time of the crash, Gaspar was driving with a suspended driver's license

18.

Gaspar was negligent in one or more of the following ways:

- a) Failing to yield to Kudna before making his left-hand turn;
- b) Failing obey a traffic control device that required him to yield to oncoming traffic before turning left;
- c) Consuming alcohol prior to driving;
- d) Failing to keep a proper lookout;
- e) Failing to keep his vehicle under proper control;
- f) Failing to drive at a reasonable speed;
- g) Driving too fast under the circumstances then and there existing;
- h) Failing to exercise care to avoid the collision; and
- i) Failing to drive with a valid driver's license

**FIRST CLAIM FOR RELIEF – NEGLIGENCE/VICARIOUS LIABILITY**

**(Plaintiff against Defendant JMG Labor Contractor Company)**

19.

Plaintiff hereby incorporates the above paragraphs.

20.

At all material times, Gaspar was acting as an agent and/or employee of Defendant JMG Labor Contractor Company in the course and scope of his agency and/or work.

21.

Defendant JMG Labor Contractor Company is vicariously liable for the negligent driving and crash caused by its employee/agent Gaspar.

22.

As a direct result of the legal liability of Defendant JMG Labor Contractor Company, decedent Diego Lucas Felipe suffered harm, injury and death. Requested damages are set forth below.

**SECOND CLAIM FOR RELIEF – NEGLIGENCE**

**HIRING/RETENTION/SUPERVISION**

**(Plaintiff against Defendants JMG Labor Contractor Company and Jose Jesus Mota Gonzalez)**

23.

Plaintiff hereby incorporates the above paragraphs.

24.

Defendants JMG Labor Contractor Company and Jose Jesus Mota Gonzalez were negligent in their hiring, training, and supervision of employee/agent Gaspar in the following ways:

- a) Failing to ensure Gaspar and/or its employees had valid drivers licenses while driving on the job;
- b) Failing to train Gaspar and/or its employees not to consume alcohol prior to driving on the job;
- c) Failing to prevent Gaspar and/or its employees from consuming alcohol while on the job;

- d) Failing to provide Gaspar and/or its employees driving on the job with the proper training and/or supervision to prevent collisions;
- e) Failing to properly investigate Gaspar and/or its employees' driving capabilities before hiring him/them to perform job duties involving driving;
- f) Failing to properly investigate an employee's driver's license status before hiring him/them to perform job duties involving driving;
- g) Continuing to employ Gaspar and/or its employees and agents with job duties including driving, when it was known they lacked experience, attentiveness, and/or safe driving habits; and
- h) Continuing to employ Gaspar and/or its employees and agents with job duties including driving, when it was known they lacked a valid driver's license.

25.

As a direct result of the negligence of Defendants JMG Labor Contractor Company and Jose Jesus Mota Gonzalez as described above, decedent Diego Lucas Felipe suffered harm, injury and death. Requested damages are set forth below.

**THIRD CLAIM FOR RELIEF – NEGLIGENCE**

**(Plaintiff against Defendants Holiday Tree Farms, Inc., JMG Labor Contractor Company, and Jose Jesus Mota Gonzalez)**

26.

Plaintiff hereby incorporates the above paragraphs.

27.

At all material times, Gaspar was acting as an agent and/or employee of Defendants Holiday Tree Farms, Inc., JMG Labor Contractor Company, and Jose Jesus Mota Gonzalez in the course and scope of his agency and/or work.

28.

Prior to the crash on November 29, 2019, Gaspar and the workers had just finished working an eleven-hour day harvesting and transporting Christmas trees for Defendant Holiday

1 Tree Farms, Inc. Prior to November 29, 2019, Gaspar and the workers had been performing the  
2 same kind of work eleven hours a day, seven days a week, for four weeks at Defendant Holiday  
3 Tree Farms, Inc. Gaspar and the workers were assigned this work schedule by Defendants  
4 Holiday Tree Farms, Inc., JMG Labor Contractor Company and Jose Jesus Mota Gonzalez.

5 29.

6 At all material times and based on information and good faith belief, Defendants Holiday  
7 Tree Farms, Inc., JMG Labor Contractor Company and Jose Jesus Mota controlled the work  
8 being performed by Gaspar and the workers and knew it was physically strenuous and  
9 demanding.

10 30.

11 At all material times and based on information and good faith belief, Defendants Holiday  
12 Tree Farms, Inc., JMG Labor Contractor Company and Jose Jesus Mota Gonzalez knew the  
13 amount of hours and days Gaspar and the workers were working at Defendants Holiday Tree  
14 Farms, Inc. harvesting Christmas trees, knew that Gaspar drove the workers to and from the  
15 farms each day, and knew that Gaspar was performing this driving duty as part of his  
16 employment and/or agency of Defendants.

17 31.

18 Defendants Holiday Tree Farms, Inc., JMG Labor Contractor Company and Jose Jesus  
19 Mota Gonzalez knew or, in the exercise of reasonable care, should have known, that the schedule  
20 worked by Gaspar described above would have impaired and/or hindered his ability to safely  
21 transport the workers to and from Defendant Holiday Tree Farms, Inc.'s farm sites and made him  
22 a hazard on the road.

23 32.

24 Defendants Holiday Tree Farms, Inc., JMG Labor Contractor Company and Jose Jesus  
25 Mota Gonzalez were negligent in the following ways:  
26

- a) Scheduling Gaspar to work a number of hours and a number of consecutive days that was known or, in the exercise of reasonable care should have been known, to cause Gaspar impaired and/or hindered ability to drive safely on the road;
- b) Allowing Gaspar to work too many hours without adequate rest;
- c) Allowing Gaspar to drive a motor vehicle when it was known or, in the exercise of reasonable care should have been known, he could not safely drive due to exhaustion from overwork;
- d) Failing to provide Gaspar and the workers alternative means of transport to and from Defendant Holiday Tree Farms, Inc.'s farm sites knowing or, in the exercise of reasonable care, what should have been known, Gaspar's work schedule;
- e) Failing to provide adequate training to employees and/or agents regarding the dangers of overwork and exhaustion on an individual's ability to drive safely; and
- f) Failing to properly supervise employees and/or agents at work sites to determine whether or not their condition was such that they were unsafe to drive due to overwork and/or exhaustion.

33.

As a direct result of the negligence of Defendants Holiday Tree Farms, Inc., JMG Labor Contractor Company and Jose Jesus Mota Gonzalez described above, decedent Diego Lucas Felipe suffered harm, injury and death. Requested damages are set forth below.

#### DAMAGES

34.

Plaintiff hereby incorporates the above paragraphs.

35.

As a result of the wrongful death of decedent Diego Lucas Felipe, his family has lost his society, companionship, and services for which Plaintiff asks a jury to award noneconomic damages in the amount of \$1,000,000.00, subject to amendment at or before trial.

36.

During the period of time between the crash and when his death occurred, decedent Diego Lucas Felipe endured disability, pain, and mental and physical suffering, for which Plaintiff asks a jury to award noneconomic damages in the amount of \$1,000,000.00, subject to amendment at or before trial.

37.

As a result of the wrongful death of decedent Diego Lucas Felipe, Plaintiff has lost future earnings in an amount to be determined at trial but not to exceed \$1,500,000.00.

### PREJUDGEMENT INTEREST

38.

Pursuant to ORS 82.010(1)(a), plaintiffs are entitled to an award of prejudgment interest from the date any particular crash related cost or loss was incurred.

WHEREFORE, Plaintiff prays for judgement against Defendants, and each of them, in the sum of \$3,500,000.00. Plaintiff prays for its costs and disbursements and any other such relief as the court deems just and equitable.

DATED: November 28, 2022

/s/ Sean Burt	11/28/2022
Sean Burt	Dated:
OSB #133184	
<b>Attorney for Plaintiff</b>	
Burt Injury Law	
PO Box 929	
Fairview, OR 97024	
Ph: 503.477.5392	
Fx: 1.503.755.5308	
Email: sean@burtinjury.com	



# EXHIBIT D



**California Capital Insurance Company  
Nevada Capital Insurance Company  
Eagle West Insurance Company  
Monterey Insurance Company**

## **Commercial Automobile Policy**

---

**THIS POLICY CONSISTS OF: DECLARATIONS • COMMON POLICY CONDITIONS • ONE OR MORE COVERAGE PARTS.  
A COVERAGE PART CONSISTS OF: ONE OR MORE COVERAGE FORMS • APPLICABLE FORMS AND ENDORSEMENTS.**

---

IN WITNESS WHEREOF, the Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized agent of the Company at the agency hereinbefore mentioned.

A handwritten signature in black ink, appearing to read 'D. Gray Tyndall', written in a cursive style.

D. Gray Tyndall  
Secretary

A handwritten signature in black ink, appearing to read 'L. Arnold Chatterton', written in a cursive style.

L. Arnold Chatterton  
President

**Eagle West Insurance Company****COMMERCIAL LINES POLICY  
COMMON POLICY DECLARATIONS**Policy Number: 27-**FAA-2-070003618**Renewal of: 27-**FAA-2-070003618**

Named Insured and Mailing Address:

**Holiday Tree Farms, Inc.; Schudel Enterprises  
L.L.C.  
800 NW Cornell  
Corvallis, OR 97330**

Agent:

**27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339  
(541) 757-1315**

Policy Period: From: **03/01/2019** To: **03/01/2020** at 12:01 A.M. Standard Time at your mailing address shown above.

Legal Text:

Business Description: **Tree Farm**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

---

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

---

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	\$ 34,970
Special Programs	
Boiler and Machinery Coverage Part	
Terrorism Risk Insurance Act of 2002	No Charge
	\$ 34,970

**This is not a bill. Any premium due will be applied to the Account Bill.**

**TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974**

---

**FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:\***

**Refer To Forms Schedule**

---

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

**February 1, 2019**  
Countersignature Date

**Unified Insurance Group LLC**  
Authorized Representative

**Insured Copy**

**Eagle West Insurance Company****COMMERCIAL AUTO FORM SCHEDULE**

POLICY NUMBER: 27-FAA-2-070003618

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Auto Schedule	09/00	Business Auto Schedule
CA 21 05	04/01	Oregon Uninsured Motorists Cov - Bodily Injury
Addl Int Sch All	09/00	Additional Interest Schedule All
IL 00 03	07/02	Calculation of Premium
Driver Schedule	06/06	Driver Schedule
CA 99 28	10/01	Stated Amount Insurance
03-401	07/03	Additional Insured
00-016	01/14	Commercial Auto Policy Jacket
BE17A	06/03	Endorsement BE17a
03-306	08/99	Mexican Automobile Exclusion Endorsement
Loc Schedule	09/00	Location Schedule
CA 00 01	12/93	Business Auto Coverage Form
08-041 OR	10/01	Notice to Insured
CA 20 01	02/99	Additional Insured - Lessor
IL 00 21	07/02	Nuclear Energy Liability Exclusion Endorsement
IL 02 79	01/06	Oregon Changes - Cancellation and Nonrenewal
08-122	12/06	Consumer Privacy Information
Forms Sched	09/00	Auto Forms Schedule
00-018	07/07	Oregon Vehicle ID Card
BE17A	06/03	Endorsement BE17a
CA 20 48	02/99	Designated Insured
CA 22 36	04/04	Oregon Personal Injury Protection
Common Pol	09/05	Common Policy Declaration
Auto Dec	09/00	Auto Dec
Named Insd Sch	09/00	Named Insured Schedule
03-402	10/03	Punitive Damages Exclusion
IL N0 85	02/11	Oregon Fraud Statement
03-330	03/12	Business Auto Broadening Endorsement
CA 01 49	01/04	Oregon Changes - CA 01 49
CA 20 01	02/99	Additional Insured - Lessor
03-416FF	03/07	NBCR Exclusion
08-117	07/03	Auto Body Repair Consumer Bill of Rights
IL 00 17	11/98	Common Policy Conditions
03-473 OR	06/05	Statement Electing Lower Limits for Uninsured Motorist Coverage - Operon
08-132	08/11	Notice of Insurance Coverage for Acts of Terrorism
IL 01 42	09/08	Oregon Changes - Domestic Partnership

## Eagle West Insurance Company

### NAMED INSURED SCHEDULE

Policy Number: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel Enterprises  
L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

#### Named Insured

Brenda Hanson  
PO Box 550 Corvallis OR 97339-0550

#### Named Insured

David H. Schudel  
800 NW Cornell Corvallis OR 97330

#### Named Insured

Jeffrey D. Larcom & Ginger L. Larcom  
800 NW Cornell Corvallis OR 97330

#### Named Insured

Mike Eves  
PO Box 550 Corvallis OR 97339-0550

#### Named Insured

John D. Schudel  
800 NW Cornell Corvallis OR 97330

#### Named Insured

Dustin J. Fullen & Brittany Fullen  
800 NW Cornell Corvallis OR 97330

#### Named Insured

Steve Schudel & Julie Schudel  
800 NW Cornell Corvallis OR 97330

**COMMERCIAL AUTO POLICY  
BUSINESS AUTO DECLARATIONS PART I**

POLICY NUMBER: 27-FAA-2-070003618

## ITEM THREE (Cont'd)

## BUSINESS AUTO DECLARATIONS (Continued)

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES														(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding <b>ITEM TWO</b> column applies instead)			
LIABILITY P.I.P.				ADDED P.I.P.		P.P.I. (Mich. Only)		AUTO. MED. PAY.		COMPREHENSIVE		SPEC. CAUSES OF LOSS		COLLISION		TOWING & LABOR	
Covered Auto No.	Limit (In Thou-sands)	Premium	Limit* minus deductible shown below	Premium	Limit* Premium	Limit* minus deductible shown below	Premium	Limit (In Thou-sands)	Premium	Limit** minus deductible shown below	Premium	Limit** Premium	Limit** minus deductible shown below	Premium	Limit per dis-ablement	Premium	
			<b>SEE SCHEDULE ATTACHED</b>														
Total Premium																	

Add'l Coverage(s) - Premium, Limit, Deductible: \_\_\_\_\_

\*Limit stated in each applicable P.I.P. or P.P.I. Endorsement. \*\*Limit stated in **ITEM TWO**.

**ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS. LIABILITY COVERAGE - RATING BASIS, COST OF HIRE**

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liability Coverage Is Primary)	PREMIUM
OR	10000			\$ 610
				\$
				\$
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.				TOTAL PREMIUM \$ 610

**PHYSICAL DAMAGE COVERAGE**

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY, DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	\$ WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING	10000		\$ 125
SPECIFIED CAUSES OF LOSS	\$ WHICHEVER IS LESS, MINUS \$25 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM			\$
COLLISION	\$ WHICHEVER IS LESS, MINUS \$ 500 DEDUCTIBLE FOR EACH COVERED AUTO	10000		\$ 125
TOTAL PREMIUM				\$ 250

**ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	25	\$ 66
	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$
TOTAL PREMIUM			\$ 66

**ITEM SIX - SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS - LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS**

Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage	RATES		PREMIUMS	
	<input type="checkbox"/> Per \$100 of Gross Receipts <input type="checkbox"/> Per Mile		LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS
	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS		
			\$	\$
			\$	\$
			\$	\$
			\$	\$
When used as a premium basis:			TOTAL PREMIUMS	\$
<b>FOR PUBLIC AUTOS</b>			MINIMUM PREMIUMS	\$

**Gross Receipts** means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- Advertising Revenue.
- Taxes which you collect as a separate item and remit directly to a governmental division.
- C.O.D. collections for cost of mail or merchandise including collection fees.

**Mileage** means the total live and dead mileage of all revenue producing units operated during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

**Gross Receipts** means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

**Mileage** means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.



**Eagle West Insurance Company****BUSINESS AUTO SCHEDULE**

POLICY NUMBER: 27-FAA-2-070003618

**SCHEDULE OF COVERED AUTOS YOU OWN**

Covered Auto No.	DESCRIPTION								TERRITORY		
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged		
1	2011 CHEV CAMERO, 2G1FK1EJXB9123687								14 Corvallis, 97333-9536		
2	2015 CHEV CORVETTE, 1G1YG2D76F5122349								14 Corvallis, 97333-9536		
4	2014 DODGE DURANGO, 1C4RDJEG9EC267568								14 Corvallis, 97333-9536		
5	2010 FORD EXPLORER, 1FMEU7F87AUA60850								14 Corvallis, 97333-9536		
7	2014 LINCOLN MKX, 2LMDJ8JK2EBL11898								14 Corvallis, 97333-9536		
8	2008 CHEV SILVERADO, 3GCEK13J28G228082								14 Corvallis, 97333-9536		
Covered Auto No.	CLASSIFICATION								PURCHASED		
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount
					Liab.	Phy. Dam.	Liab.	Phy. Dam.			
1				9					7399	35,480	
2				5					7399	59,000	
4				6					7399	43,395	
5				10					7399	39,510	
7				6					7399	40,525	
8	Local	Service	7100	12					01461	30,295	
Covered Auto No.	LIABILITY			AUTO. MED.		UNINSURED/UNDERINSURED					
	Limit (in thousands)		Premium	Limit	Premium	Limit (in thousands)		Premium	UM	UIM	
1	1,000		267			1000		73	✖	✖	
2	1,000		267			1000		73	✖	✖	
4	1,000		267			1000		73	✖	✖	
5	1,000		267			1000		73	✖	✖	
7	1,000		267			1000		73	✖	✖	
8	1,000		151			1000		45	✖	✖	
Total Premium			1,486					410			
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.			COMPREHENSIVE		SPEC. CAUSES OF LOSS	COLLISION	
	Limit stated in each P.I.P. end.		Premium				Deductible	Premium	Premium	Deductible	Premium
	1	Basic		57	See Schedule(s)			250	58		1,000
2	Basic		57	See Schedule(s)			250	116		1,000	312
4	Basic		57	See Schedule(s)			250	103		1,000	234
5	Basic		57	See Schedule(s)			250	58		1,000	194
7	Basic		57	See Schedule(s)			250	103		1,000	234
8	Basic		9	See Schedule(s)			250	37		1,000	52
Total Premium			294					475			1,220
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT					TOWING & LABOR		TOTAL
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED	COLLISION	Limit per disablement	Premium	Premium
				Limit	# Of Days						
1				100	30	INCL	INCL	INCL			649
2				100	30	INCL	INCL	INCL			825
4				100	30	INCL	INCL	INCL			734
5				100	30	INCL	INCL	INCL			649
7				100	30	INCL	INCL	INCL			734
8				100	30	INCL	INCL	INCL			294
Total Premium											3,885

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY		
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged		
9	2011 DODGE RAM, 1D7RV1GT0BS705490								14 Corvallis, 97333-9536		
10	2011 DODGE RAM 3500, 3D73Y3CL4BG539593								14 Corvallis, 97333-9536		
12	2012 DODGE 2500, 3C6LD5AT9CG329228								14 Corvallis, 97333-9536		
13	2013 DODGE RAM 1500, 1C6RR7FT8DS570126								14 Corvallis, 97333-9536		
14	2014 DODGE RAM 2500 3/4T, 3C6UR5FL9EG135705								14 Corvallis, 97333-9536		
15	2016 DODGE RAM 4X4, 1C6RR7FGXGS277187								14 Corvallis, 97333-9536		
Covered Auto No.	CLASSIFICATION								PURCHASED		
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount
					Liab.	Phy. Dam.	Liab.	Phy. Dam.			
9	Local	Service	6800	9					01461	39,430	
10	Local	Service	9900	9					01461	49,630	
12	Local	Service	8650	8					01461	31,405	
13	Local	Service	6800	7					01461	32,970	
14	Local	Service	9600	6					01461	54,850	
15	Local	Service	6800	4					01461	33,985	
Covered Auto No.	LIABILITY		AUTO. MED.		UNINSURED/UNDERINSURED						
	Limit (in thousands)	Premium	Limit	Premium	Limit (in thousands)	Premium	UM	UIM			
9	1,000	151			1000	45	✕	✕			
10	1,000	151			1000	45	✕	✕			
12	1,000	151			1000	45	✕	✕			
13	1,000	151			1000	45	✕	✕			
14	1,000	151			1000	45	✕	✕			
15	1,000	151			1000	45	✕	✕			
Total Premium		2,392				680					
Covered Auto No.	PERSONAL INJURY PROTECTION		Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.		COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION			
	Limit stated in each P.I.P. end.	Premium			Deductible	Premium	Deductible	Premium			
9	Basic	9	See Schedule(s)		250	37		1,000	52		
10	Basic	9	See Schedule(s)		250	43		1,000	80		
12	Basic	9	See Schedule(s)		250	37		1,000	52		
13	Basic	9	See Schedule(s)		250	37		1,000	52		
14	Basic	9	See Schedule(s)		250	43		1,000	80		
15	Basic	9	See Schedule(s)		250	47		1,000	68		
Total Premium		348				719			1,604		
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT				TOWING & LABOR		TOTAL	
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium
				Limit	# Of Days						
9				100	30	INCL	INCL	INCL			294
10				100	30	INCL	INCL	INCL			328
12				100	30	INCL	INCL	INCL			294
13				100	30	INCL	INCL	INCL			294
14				100	30	INCL	INCL	INCL			328
15				100	30	INCL	INCL	INCL			320
Total Premium											5,743

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY				
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged				
16	2016 DODGE RAM 4X4, 1C6RR7FT1GS411694								14 Corvallis, 97333-9536				
17	2016 DODGE RAM 2X4, 3C6JRS DG8GG382157								14 Corvallis, 97333-9536				
18	1982 FORD STEP VAN, 1FCJE30G1CHB21646								14 Corvallis, 97333-9536				
19	2006 FORD F250, 1FTSW21P26EB86179								14 Corvallis, 97333-9536				
21	2010 FORD F150, 1FTEX1EW3AFA64116								14 Corvallis, 97333-9536				
22	2010 FORD F150, 1FTFW1EV7AFB20220								14 Corvallis, 97333-9536				
Covered Auto No.	CLASSIFICATION								PURCHASED				
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount		
					Liab.	Phy. Dam.	Liab.	Phy. Dam.					
16	Local	Service	6800	4					01461	38,255			
17	Local	Service	6025	4					01461	26,740			
18	Local	Service	8700	38					01461	8,273			
19	Local	Service	10000	14					01461	35,030			
21	Local	Service	6850	10					01461	28,350			
22	Local	Service	7200	10					01461	34,100			
Covered Auto No.	LIABILITY			AUTO. MED.				UNINSURED/UNDERINSURED					
	Limit (in thousands)		Premium	Limit		Premium		Limit (in thousands)		Premium		UM	UIM
16	1,000		151					1000		45		✕	✕
17	1,000		151					1000		45		✕	✕
18	1,000		251					1000		75		✕	✕
19	1,000		251					1000		75		✕	✕
21	1,000		251					1000		75		✕	✕
22	1,000		251					1000		75		✕	✕
Total Premium			3,698							1,070			
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.				COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION		
	Limit stated in each P.I.P. end.		Premium					Deductible	Premium	Deductible	Premium		
16	Basic		9	See Schedule(s)				250	47		1,000	68	
17	Basic		9	See Schedule(s)				250	47		1,000	68	
18	Basic		47	See Schedule(s)				250	20		1,000	42	
19	Basic		47	See Schedule(s)				250	37		1,000	87	
21	Basic		47	See Schedule(s)				250	37		1,000	87	
22	Basic		47	See Schedule(s)				250	37		1,000	87	
Total Premium			554						944			2,043	
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT					TOWING & LABOR		TOTAL		
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium		
				Limit	# Of Days								
16				100	30	INCL	INCL	INCL			320		
17				100	30	INCL	INCL	INCL			320		
18				100	30	INCL	INCL	INCL			435		
19				100	30	INCL	INCL	INCL			497		
21				100	30	INCL	INCL	INCL			497		
22				100	30	INCL	INCL	INCL			497		
Total Premium											8,309		

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY		
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged		
23	2011 FORD F250, 1FT7X2B65BEA47196								14 Corvallis, 97333-9536		
24	2012 FORD F150, 1FTFW1ET2CFB86062								14 Corvallis, 97333-9536		
25	2015 GMC SIERRA 2500, 1GT12ZE83FF121256								14 Corvallis, 97333-9536		
26	2005 GMC SIERRA 2500, 1GTHK29U95E134370								14 Corvallis, 97333-9536		
27	2016 GMC SIERRA 1500, 1GTU2NEC9GG136662								14 Corvallis, 97333-9536		
28	2014 NEWMAR 45' ESSEX MOTORHOME, 4VZAU1E97EC077359								14 Corvallis, 97333-9536		
Covered Auto No.	CLASSIFICATION								PURCHASED		
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount
					Liab.	Phy. Dam.	Liab.	Phy. Dam.			
23	Local	Service	9600	9					01461	33,125	
24	Local	Service	7200	8					01461	36,555	
25	Local	Service	9200	5					01461	56,020	
26	Local	Service	9200	15					01461	32,425	
27	Local	Service	7200	4					01461	48,365	
28	Local	Service	21000	6					31461	500,000	
Covered Auto No.	LIABILITY			AUTO. MED.			UNINSURED/UNDERINSURED				
	Limit (in thousands)		Premium	Limit		Premium	Limit (in thousands)		Premium	UM	UIM
23	1,000		251				1000		75	✕	✕
24	1,000		251				1000		75	✕	✕
25	1,000		251				1000		75	✕	✕
26	1,000		251				1000		75	✕	✕
27	1,000		251				1000		75	✕	✕
28	1,000		106				1000		22	✕	✕
Total Premium			5,059						1,467		
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.			COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION	
	Limit stated in each P.I.P. end.		Premium				Deductible	Premium	Deductible	Premium	
23	Basic		47	See Schedule(s)			250	37		1,000	87
24	Basic		47	See Schedule(s)			250	37		1,000	87
25	Basic		47	See Schedule(s)			250	52		1,000	155
26	Basic		47	See Schedule(s)			250	37		1,000	87
27	Basic		47	See Schedule(s)			250	55		1,000	175
28	Basic		14	See Schedule(s)			1,000	17		1,000	20
Total Premium			803					1,179			2,654
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT					TOWING & LABOR		TOTAL
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium
				Limit	# Of Days						
23				100	30	INCL	INCL	INCL			497
24				100	30	INCL	INCL	INCL			497
25				100	30	INCL	INCL	INCL			580
26				100	30	INCL	INCL	INCL			497
27				100	30	INCL	INCL	INCL			603
28											179
Total Premium											11,162

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY		
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged		
29	2010 NEWELL 45' MOTORHOME, 1N9458X88A1011403								14 Corvallis, 97333-9536		
30	1995 FORD 1T FB TRUCK, 1FDKF37F0SEA55133								14 Corvallis, 97333-9536		
31	1977 FORD VAN, E37HHY92192								14 Corvallis, 97333-9536		
32	1998 FREIGHTLINER 17' STEP VAN, 4UZA4FAD4WC964536								14 Corvallis, 97333-9536		
33	2004 FREIGHTLINER 23' FB, 1FVHBGAN74DN05617								14 Corvallis, 97333-9536		
34	1984 INTL 1954 LD, 1HTLDMJN8EHA30607								14 Corvallis, 97333-9536		
Covered Auto No.	CLASSIFICATION								PURCHASED		
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount
					Liab.	Phy. Dam.	Liab.	Phy. Dam.			
29	Local	Service	21000	10					31461	725,000	
30	Local	Service	10000	25					01461	16,068	
31	Local	Service	21000	43					31461		
32	Local	Service	21500	22					31461	28,000	
33	Local		71000	16					40469	108,705	
34	Local	Service	21700	36					31461	29,536	
Covered Auto No.	LIABILITY			AUTO. MED.		UNINSURED/UNDERINSURED					
	Limit (in thousands)		Premium	Limit	Premium	Limit (in thousands)		Premium		UM	UIM
29	1,000		106			1000		22		✕	✕
30	1,000		251			1000		75		✕	✕
31	1,000		106			1000		22		✕	✕
32	1,000		106			1000		22		✕	✕
33	1,000		287			1000		22		✕	✕
34	1,000		106			1000		22		✕	✕
Total Premium			6,021					1,652			
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.		COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION		
	Limit stated in each P.I.P. end.		Premium			Deductible	Premium		Deductible	Premium	
29	Basic		14	See Schedule(s)		5,000	14		5,000	16	
30	Basic		47	See Schedule(s)		250	29		1,000	64	
31	Basic		4	See Schedule(s)							
32	Basic		4	See Schedule(s)		250	15		1,000	10	
33	Basic		4	See Schedule(s)		250	57		1,000	54	
34	Basic		4	See Schedule(s)		250	15		1,000	10	
Total Premium			880				1,309			2,808	
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT				TOWING & LABOR		TOTAL	
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium
				Limit	# Of Days						
29											172
30				100	30	INCL	INCL	INCL			466
31											132
32											157
33											424
34											157
Total Premium											12,670

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY		
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged		
35	1993 INTL 4900 , 1HTSDPPN6PH478316								14 Corvallis , 97333-9536		
36	1993 INTL 4900 , 1HTSHN2R5PH537360								14 Corvallis , 97333-9536		
37	1987 INTL 1754 LC , 1HTLCHXL3HHA25657								14 Corvallis , 97333-9536		
38	1998 INTL 8100 , 1HTHCAHRZWH549926								14 Corvallis , 97333-9536		
39	2003 INTL 7600 , 1HTWYAHT83J070284								14 Corvallis , 97333-9536		
40	1995 KENWORTH T800 , 1XKDD69X6SS672858								14 Corvallis , 97333-9536		
Covered Auto No.	CLASSIFICATION								PURCHASED		
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount
					Liab.	Phy. Dam.	Liab.	Phy. Dam.			
35	Local	Service	25500	27					31461	41,596	
36	Local	Service	43220	27					31461	54,967	
37	Local	Service	16000	33					21461	26,052	
38	Local		60000	22					50461	68,555	
39	Local		52000	17					40461	78,951	
40	Local		85000	25					50461	87,394	
Covered Auto No.	LIABILITY			AUTO. MED.			UNINSURED/UNDERINSURED				
	Limit (in thousands)		Premium	Limit		Premium	Limit (in thousands)		Premium	UM	UIM
35	1,000		106				1000		22	✖	✖
36	1,000		106				1000		22	✖	✖
37	1,000		75				1000		22	✖	✖
38	1,000		335				1000		22	✖	✖
39	1,000		287				1000		22	✖	✖
40	1,000		335				1000		22	✖	✖
Total Premium			7,265						1,784		
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.			COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION	
	Limit stated in each P.I.P. end.		Premium				Deductible	Premium	Deductible	Premium	
35	Basic		4	See Schedule(s)			250	17		1,000	16
36	Basic		4	See Schedule(s)			250	17		1,000	16
37	Basic		4	See Schedule(s)			250	18		1,000	13
38	Basic		4	See Schedule(s)			250	62		1,000	59
39	Basic		4	See Schedule(s)			250	57		1,000	54
40	Basic		4	See Schedule(s)			250	62		1,000	59
Total Premium			904					1,542			3,025
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT				TOWING & LABOR		TOTAL	
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium
				Limit	# Of Days						
35											165
36											165
37				100	30	INCL	INCL	INCL			132
38											482
39											424
40											482
Total Premium											14,520

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY			
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged			
41	1997 PETERBILT 378 ,1XPFDB9X0VD399470								14 Corvallis, 97333-9536			
42	1994 PERO 18' TANDEM AXLE TRLR, 4PTU61827RM005986								14 Corvallis, 97333-9536			
43	1985 ASSEMBLED FLAT 16' (Black) ,OR33569								14 Corvallis, 97333-9536			
44	2002 ECONOLINE 24' DOVETAIL TRLR, 42EDPKE4921000894								14 Corvallis, 97333-9536			
45	1994 GREAT DANE 48' REFR TRLR, 1GRAA9622RW096504								14 Corvallis, 97333-9536			
46	1978 HYSTER LOW BOY TRLR, 00021754								14 Corvallis, 97333-9536			
Covered Auto No.	CLASSIFICATION								PURCHASED			
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount	
					Liab.	Phy. Dam.	Liab.	Phy. Dam.				
41	Local		110000	23					50461	97,645		
42	Local		12501	26					68499	25,000		
43	Local		12501	35					68499	25,000		
44	Local		12501	18					68499	25,000		
45	Local		12501	26					68499	25,000		
46	Local		12501	42					68499	25,000		
Covered Auto No.	LIABILITY			AUTO. MED.				UNINSURED/UNDERINSURED				
	Limit (in thousands)		Premium	Limit		Premium		Limit (in thousands)		Premium	UM	UIM
41	1,000		335					1000		22	✕	✕
42	1,000		15									
43	1,000		15									
44	1,000		15									
45	1,000		15									
46	1,000		15									
Total Premium			7,675							1,806		
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.				COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION	
	Limit stated in each P.I.P. end.		Premium					Deductible	Premium	Deductible	Premium	
41	Basic		4	See Schedule(s)				250	62		1,000	59
42	Basic		INCL	See Schedule(s)				250	36		1,000	23
43	Basic		INCL	See Schedule(s)				250	36		1,000	23
44	Basic		INCL	See Schedule(s)				250	36		1,000	23
45	Basic		INCL	See Schedule(s)				250	36		1,000	23
46	Basic		INCL	See Schedule(s)				250	36		1,000	23
Total Premium			908						1,784			3,199
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT					TOWING & LABOR		TOTAL	
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium	
				Limit	# Of Days							
41											482	
42				100	30	INCL	INCL	INCL			74	
43				100	30	INCL	INCL	INCL			74	
44				100	30	INCL	INCL	INCL			74	
45				100	30	INCL	INCL	INCL			74	
46				100	30	INCL	INCL	INCL			74	
Total Premium											15,372	



# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY			
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged			
47	2012 LOGAN HORSE TRLR W/LIVING QTRS, IL9HW2424C472598								14 Corvallis, 97333-9536			
48	1986 STRICK 48' VAN TRLR, 1S12E9489FE271174								14 Corvallis, 97333-9536			
49	1985 STRICK 48' VAN TRLR, 1S12E9483FD271127								14 Corvallis, 97333-9536			
50	1975 STRONG BOY BED TRLR, 00000002584								14 Corvallis, 97333-9536			
51	1991 UTILITY 45' REFR TRLR, 1UYVS2452MU621001								14 Corvallis, 97333-9536			
52	1997 WALTON IMPLEMENT TRLR, 1W9E52520U1063626								14 Corvallis, 97333-9536			
Covered Auto No.	CLASSIFICATION								PURCHASED			
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount	
					Liab.	Phy. Dam.	Liab.	Phy. Dam.				
47	Local		12501	8					68499	25,000		
48	Local		12501	34					68499	25,000		
49	Local		12501	35					68499	25,000		
50	Local		12501	45					68499	25,000		
51	Local		12501	29					68499	25,000		
52	Local		12501	23					68499	25,000		
Covered Auto No.	LIABILITY			AUTO. MED.				UNINSURED/UNDERINSURED				
	Limit (in thousands)		Premium	Limit		Premium		Limit (in thousands)		Premium	UM	UIM
47	1,000		15									
48	1,000		15									
49	1,000		15									
50	1,000		15									
51	1,000		15									
52	1,000		15									
Total Premium			7,765							1,806		
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.				COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION	
	Limit stated in each P.I.P. end.		Premium					Deductible	Premium		Deductible	Premium
47	Basic		INCL	See Schedule(s)				250	36		1,000	23
48	Basic		INCL	See Schedule(s)								
49	Basic		INCL	See Schedule(s)								
50	Basic		INCL	See Schedule(s)				250	36		1,000	23
51	Basic		INCL	See Schedule(s)				250	36		1,000	23
52	Basic		INCL	See Schedule(s)				250	36		1,000	23
Total Premium			908						1,928			3,291
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT					TOWING & LABOR		TOTAL	
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium	
				Limit	# Of Days							
47				100	30	INCL	INCL	INCL			74	
48											15	
49											15	
50				100	30	INCL	INCL	INCL			74	
51				100	30	INCL	INCL	INCL			74	
52				100	30	INCL	INCL	INCL			74	
Total Premium											15,698	



# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY			
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged			
54	2000 CHEV 3500 ,1GCGC34R6YR217334								14 Dallas ,97338-9387			
55	2006 CHEV 1500 ,2GCEK19B961337533								14 Corvallis ,97333-9536			
56	2012 DODGE 2500 ,3C6LD5AT7CG193066								14 Dallas ,97338-9387			
58	2004 CHEV SUBURBAN ,1GNFK16T84J210008								14 Dallas ,97338-9387			
61	1999 CHEV SUBURBAN ,3GNFK16R3XG200268								14 Dallas ,97338-9387			
62	2000 DODGE DURANGO ,1B4HI28N4YF219056								14 Dallas ,97338-9387			
Covered Auto No.	CLASSIFICATION								PURCHASED			
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount	
					Liab.	Phy. Dam.	Liab.	Phy. Dam.				
54	Local	Service	9000	20					01461	19,995		
55	Local	Service	6400	14					01461	32,120		
56	Local	Service	8650	8					01461	31,405		
58				16					7399	39,850		
61				21					7399	28,155		
62				20					7399	28,635		
Covered Auto No.	LIABILITY			AUTO. MED.			UNINSURED/UNDERINSURED					
	Limit (in thousands)		Premium	Limit		Premium	Limit (in thousands)		Premium		UM	UIM
54	1,000		251				1000		75		✕	✕
55	1,000		251				1000		75		✕	✕
56	1,000		251				1000		75		✕	✕
58	1,000		267				1000		73		✕	✕
61	1,000		267				1000		73		✕	✕
62	1,000		267				1000		73		✕	✕
Total Premium			9,319						2,250			
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.			COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION		
	Limit stated in each P.I.P. end.		Premium				Deductible	Premium		Deductible	Premium	
54	Basic		47	See Schedule(s)			250	29		1,000	64	
55	Basic		47	See Schedule(s)			250	37		1,000	87	
56	Basic		47	See Schedule(s)			250	37		1,000	87	
58	Basic		57	See Schedule(s)			250	58		1,000	194	
61	Basic		57	See Schedule(s)			250	58		1,000	194	
62	Basic		57	See Schedule(s)								
Total Premium			1,220					2,147			3,917	
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT					TOWING & LABOR		TOTAL	
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium	
				Limit	# Of Days							
54				100	30	INCL	INCL	INCL			466	
55				100	30	INCL	INCL	INCL			497	
56				100	30	INCL	INCL	INCL			497	
58				100	30	INCL	INCL	INCL			649	
61				100	30	INCL	INCL	INCL			649	
62											397	
Total Premium											18,853	

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY		
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged		
65	2010 FORD F150, 1FTEX1E80AKE71724								14 Dallas, 97338-9387		
66	2003 FORD F250, 1FTNX21LX3EB74798								14 Dallas, 97338-9387		
67	2008 FORD F150, 1FTPW14V08KD34649								14 Dallas, 97338-9387		
68	1999 FORD EXCURSION, 1FMPU18C6XLC34879								14 Dallas, 97338-9387		
69	1990 GMC 4X4 3/4T PU, 1GTFK24K6LE504412								14 Dallas, 97338-9387		
70	2005 FORD F450, 1FDXF46Y85EC54613								14 Dallas, 97338-9387		
Covered Auto No.	CLASSIFICATION								PURCHASED		
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount
					Liab.	Phy. Dam.	Liab.	Phy. Dam.			
65	Local	Service	6950	10					01461	29,245	
66	Local	Service	8800	17					01461	26,390	
67	Local	Service	6900	12					01461	34,395	
68				21					7399	28,730	
69	Local	Service	8600	30					01461	15,234	
70	Local	Service	16000	15					21461	28,085	
Covered Auto No.	LIABILITY		AUTO. MED.		UNINSURED/UNDERINSURED						
	Limit (in thousands)	Premium	Limit	Premium	Limit (in thousands)	Premium	UM	UIM			
65	1,000	251			1000	75	✖	✖			
66	1,000	251			1000	75	✖	✖			
67	1,000	251			1000	75	✖	✖			
68	1,000	267			1000	73	✖	✖			
69	1,000	251			1000	75	✖	✖			
70	1,000	75			1000	22	✖	✖			
Total Premium		10,665				2,645					
Covered Auto No.	PERSONAL INJURY PROTECTION		Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.		COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION			
	Limit stated in each P.I.P. end.	Premium			Deductible	Premium	Deductible	Premium			
65	Basic	47	See Schedule(s)		250	37		1,000	87		
66	Basic	47	See Schedule(s)		250	37		1,000	87		
67	Basic	47	See Schedule(s)		250	37		1,000	87		
68	Basic	57	See Schedule(s)								
69	Basic	47	See Schedule(s)		250	29		1,000	64		
70	Basic	4	See Schedule(s)		250	18		1,000	13		
Total Premium		1,469				2,305			4,255		
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT				TOWING & LABOR		TOTAL	
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium
				Limit	# Of Days						
65				100	30	INCL	INCL	INCL			497
66				100	30	INCL	INCL	INCL			497
67				100	30	INCL	INCL	INCL			497
68											397
69				100	30	INCL	INCL	INCL			466
70				100	30	INCL	INCL	INCL			132
Total Premium											21,339

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY			
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged			
72	1985 INTL TRUCK, 1HSLRUGN8FHA17001								14 Dallas, 97338-9387			
73	1985 INTL SEMI, 2HSFBLYR6FCA12173								14 Dallas, 97338-9387			
74	1997 INTL 2674, 1HTGLAER2VH440428								14 Dallas, 97338-9387			
75	1994 INTL 9200 FB TRUCK, 2HSFMAMRXRC010383								14 Dallas, 97338-9387			
76	1980 ASSEMBLED 24' FB TILT BED, TRL93413								14 Dallas, 97338-9387			
77	1978 ASSEMBLED UTILITY TRLR, 00000006801								14 Dallas, 97338-9387			
Covered Auto No.	CLASSIFICATION								PURCHASED			
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount	
					Liab.	Phy. Dam.	Liab.	Phy. Dam.				
72	Local		55000	35					50461	68,321		
73	Local		55000	35					50461	68,321		
74	Local		52000	23					40461	104,161		
75	Local		90000	26					50461	110,605		
76	Local		12501	40					68499	15,000		
77	Local		12501	42					68499	15,000		
Covered Auto No.	LIABILITY			AUTO. MED.				UNINSURED/UNDERINSURED				
	Limit (in thousands)		Premium	Limit		Premium		Limit (in thousands)		Premium	UM	UIM
72	1,000		335					1000		22	✖	✖
73	1,000		335					1000		22	✖	✖
74	1,000		287					1000		22	✖	✖
75	1,000		335					1000		22	✖	✖
76	1,000		15									
77	1,000		15									
Total Premium			11,987							2,733		
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.				COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION	
	Limit stated in each P.I.P. end.		Premium					Deductible	Premium	Deductible	Premium	
72	Basic		4	See Schedule(s)				250	62		1,000	59
73	Basic		4	See Schedule(s)				250	62		1,000	59
74	Basic		4	See Schedule(s)				250	57		1,000	54
75	Basic		4	See Schedule(s)				250	62		1,000	59
76	Basic		INCL	See Schedule(s)				250	28		1,000	17
77	Basic		INCL	See Schedule(s)								
Total Premium			1,485						2,576			4,503
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT					TOWING & LABOR		TOTAL	
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium	
				Limit	# Of Days							
72											482	
73											482	
74											424	
75											482	
76				100	30	INCL	INCL	INCL			60	
77											15	
Total Premium											23,284	

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY				
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged				
78	2015 ASSEMBLED GK TRLR,OR92536								14 Dallas,97338-9387				
79	1950 HOME BUILT TILT BED ROCK TRLR,U-303567								14 Dallas,97338-9387				
80	1994 PJ TANDEM AXLE TRLR,4P5CF1826R1112203								14 Dallas,97338-9387				
81	1989 TRAILEZE EQUIP TRLR,1DA72C78CKM009608								14 Dallas,97338-9387				
82	2005 INTL FB W/HOIST,1HTWYAHT15J139159								14 Corvallis,97333-9536				
83	2017 GMC Yukon,1GKS2CKJ2HR377807								14 Corvallis,97333-9536				
Covered Auto No.	CLASSIFICATION								PURCHASED				
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount		
					Liab.	Phy. Dam.	Liab.	Phy. Dam.					
78	Local		12501	5					68499	15,000			
79	Local		12501	70					68499	15,000			
80	Local		12501	26					68499	15,000			
81	Local		12501	31					68499	15,000			
82	Local		52000	15					40461		46,000		
83				3					7399	68,965			
Covered Auto No.	LIABILITY			AUTO. MED.				UNINSURED/UNDERINSURED					
	Limit (in thousands)		Premium	Limit		Premium		Limit (in thousands)		Premium		UM	UIM
78	1,000		15										
79	1,000		15										
80	1,000		15										
81	1,000		15										
82	1,000		287					1000		22		✕	✕
83	1,000		267					1000		73		✕	✕
Total Premium			12,601							2,828			
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.				COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION		
	Limit stated in each P.I.P. end.		Premium					Deductible	Premium		Deductible	Premium	
78	Basic		INCL	See Schedule(s)				250	34		1,000	20	
79	Basic		INCL	See Schedule(s)				250	28		1,000	17	
80	Basic		INCL	See Schedule(s)				250	28		1,000	17	
81	Basic		INCL	See Schedule(s)				250	28		1,000	17	
82	Basic		4	See Schedule(s)				250	69		1,000	69	
83	Basic		57	See Schedule(s)				1,000	165		1,000	455	
Total Premium			1,546						2,928			5,098	
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT					TOWING & LABOR		TOTAL		
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium		
				Limit	# Of Days								
78				100	30	INCL	INCL	INCL			69		
79				100	30	INCL	INCL	INCL			60		
80				100	30	INCL	INCL	INCL			60		
81				100	30	INCL	INCL	INCL			60		
82											451		
83				100	30	INCL	INCL	INCL			1,017		
Total Premium											25,001		

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY				
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged				
84	2017 Honda Accord, 1HGCR2F13HA113141								14 Corvallis, 97333-9536				
85	2017 Volkswagen Jetta, 3VW4T7AJ8HM279809								14 Corvallis, 97333-9536				
86	2017 Ford F150, 1FTFW1EG1HKE22167								14 Corvallis, 97333-9536				
87	2003 Chevrolet Trail Blazer, 1GNDDT13S332274417								14 Corvallis, 97333-9536				
88	2018 FORD F 150, 1FTEW1EG6JFB86710								14 Corvallis, 97333-9536				
89	2018 JEEP GRAND CHEROKEE, 1C4RJFJG8JC261282								14 Corvallis, 97333-9536				
Covered Auto No.	CLASSIFICATION								PURCHASED				
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount		
					Liab.	Phy. Dam.	Liab.	Phy. Dam.					
84				3					7399	26,215			
85				3					7399	28,995			
86	Local	Service	750	3					01461	54,705			
87				17					7399	30,000			
88	Local	Service	10000	2					01461	35,000			
89				2					7399	35,000			
Covered Auto No.	LIABILITY			AUTO. MED.				UNINSURED/UNDERINSURED					
	Limit (in thousands)		Premium	Limit		Premium		Limit (in thousands)		Premium		UM	UIM
84	1,000		267					1000		73		✕	✕
85	1,000		267					1000		73		✕	✕
86	1,000		251					1000		75		✕	✕
87	1,000		267					1000		73		✕	✕
88	1,000		251					1000		75		✕	✕
89	1,000		267					1000		73		✕	✕
Total Premium			14,171							3,270			
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.				COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION		
	Limit stated in each P.I.P. end.		Premium					Deductible	Premium	Deductible	Premium		
84	Basic		57	See Schedule(s)				250	89		1,000	324	
85	Basic		57	See Schedule(s)				250	89		1,000	324	
86	Basic		47	See Schedule(s)				250	61		1,000	206	
87	Basic		57	See Schedule(s)				250	58		1,000	194	
88	Basic		47	See Schedule(s)				250	53		1,000	134	
89	Basic		57	See Schedule(s)				250	89		1,000	324	
Total Premium			1,868						3,367			6,604	
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT					TOWING & LABOR		TOTAL		
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium		
				Limit	# Of Days								
84				100	30	INCL	INCL	INCL			810		
85				100	30	INCL	INCL	INCL			810		
86				100	30	INCL	INCL	INCL			640		
87				100	30	INCL	INCL	INCL			649		
88				100	30	INCL	INCL	INCL			560		
89				100	30	INCL	INCL	INCL			810		
Total Premium											29,280		

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY			
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged			
90	2017 TOYOTA HIGHLANDER, 5TDDZRFH6HS47656								14 Corvallis, 97333-9536			
91	1999 TRAIL MOBILE 48' REFER, AA5170								14 Corvallis, 97333-9536			
92	2008 WABASH 53' REFER TRAILER, AA91855								14 Corvallis, 97333-9536			
93	1996 Shorelander Boat Trailer, 1MDE05V13TK807791								14 Corvallis, 97333-9536			
94	2003 Northriver Tandem Axle Boat Trailer, 1N9TV21253R078655								14 Corvallis, 97333-9536			
95	1995 Ford F700 Van, 1FDMF72JOSVA22628								14 Corvallis, 97333-9536			
Covered Auto No.	CLASSIFICATION								PURCHASED			
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount	
					Liab.	Phy. Dam.	Liab.	Phy. Dam.				
90				3					7399	35,000		
91	Local		10000	21					68499	25,000		
92	Local		10000	12					68499	25,000		
93	Local		12501	24					68499	1,500		
94	Local		12501	17					68499	2,500		
95	Local	Service	19501	25					21461	25,800		
Covered Auto No.	LIABILITY			AUTO. MED.				UNINSURED/UNDERINSURED				
	Limit (in thousands)		Premium	Limit		Premium		Limit (in thousands)		Premium	UM	UIM
90	1,000		267					1000		73	✕	✕
91	1,000		15									
92	1,000		15									
93	1,000		39									
94	1,000		39									
95	1,000		251					1000		75	✕	✕
Total Premium			14,797							3,418		
Covered Auto No.	PERSONAL INJURY PROTECTION			Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.				COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION	
	Limit stated in each P.I.P. end.		Premium					Deductible	Premium	Deductible	Premium	
90	Basic		57	See Schedule(s)				250	89		1,000	324
91	Basic		INCL	See Schedule(s)				250	36		1,000	23
92	Basic		INCL	See Schedule(s)				250	36		1,000	23
93	Basic		INCL	See Schedule(s)				250	8		1,000	7
94	Basic		INCL	See Schedule(s)				250	8		1,000	7
95	Basic		47	See Schedule(s)				250	18		1,000	43
Total Premium			1,972						3,562			7,031
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT					TOWING & LABOR		TOTAL	
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium	
				Limit	# Of Days							
90				100	30	INCL	INCL	INCL			810	
91				100	30	INCL	INCL	INCL			74	
92				100	30	INCL	INCL	INCL			74	
93				100	30	INCL	INCL	INCL			54	
94				100	30	INCL	INCL	INCL			54	
95				100	30	INCL	INCL	INCL			434	
Total Premium											30,780	

# Eagle West Insurance Company

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: 27-FAA-2-070003618

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY		
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged		
96	2015 Ford F150 Lariat, 1FTEW1EG3FKE17920								14 Corvallis, 97333-9536		
97	2017 FORD MUSTANG COUPE, 1FA6P8TH0H5307114								14 Corvallis, 97333-9536		
98	2018 Nissan Frontier, 1N6AD0EV5JN725558								14 Corvallis, 97333-9536		
99	2016 MAZDA CX-5, JM3KE4DY7G0768304								14 Corvallis, 97333-9536		
100	2017 Ford 150, 1FTEW1EG5HKD36971								14 Corvallis, 97333-9536		
Covered Auto No.	CLASSIFICATION								PURCHASED		
	Radius of Operation	Business Use s = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount
					Liab.	Phy. Dam.	Liab.	Phy. Dam.			
96	Local	Service	7200	5					01461	37,795	
97				3					7399	32,635	
98	Local	Service	5810	2					01461	29,290	
99				4					7399	29,470	
100	Local	Service	7050	3					01461	59,600	
Covered Auto No.	LIABILITY		AUTO. MED.				UNINSURED/UNDERINSURED				
	Limit (in thousands)	Premium	Limit	Premium		Limit (in thousands)	Premium	UM	UIM		
96	1,000	251				1000	75	✖	✖		
97	1,000	267				1000	73	✖	✖		
98	1,000	251				1000	75	✖	✖		
99	1,000	267				1000	73	✖	✖		
100	1,000	251				1000	75	✖	✖		
Total Premium		16,084					3,789				
Covered Auto No.	PERSONAL INJURY PROTECTION		Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.				COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION	
	Limit stated in each P.I.P. end.	Premium					Deductible	Premium	Deductible	Premium	
96	Basic	47	See Schedule(s)				250	45		1,000	100
97	Basic	57	See Schedule(s)				250	89		1,000	324
98	Basic	47	See Schedule(s)				250	53		1,000	134
99	Basic	57	See Schedule(s)				250	80		1,000	259
100	Basic	47	See Schedule(s)				250	61		1,000	206
Total Premium		2,227						3,890			8,054
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/ DISCS	RENTAL REIMBURSEMENT				TOWING & LABOR		TOTAL	
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED Premium	COLLISION	Limit per disablement	Premium	Premium
				Limit	# Of Days						
96				100	30	INCL	INCL	INCL			518
97				100	30	INCL	INCL	INCL			810
98				100	30	INCL	INCL	INCL			560
99				100	30	INCL	INCL	INCL			736
100				100	30	INCL	INCL	INCL			640
Total Premium											34,044



## DRIVER(S) SCHEDULE

Policy Number: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

Driver # 2  
SAVELY ORLOV  
06/17/1969  
State Licensed: OR  
License Number: 4406607

Driver # 3  
FRANCISCO ORTIZ-AYALA  
06/04/1967  
State Licensed: WA  
License Number: ORTIZF\*331LD

Driver # 5  
RONALD NILE OWENS  
04/19/1963  
State Licensed: OR  
License Number: 3695907

Driver # 7  
STEVE PLOWMAN  
12/04/1945  
State Licensed: OR  
License Number: 195132

Driver # 8  
FRANCISCO QUINONES-BOTELLO  
01/23/1960  
State Licensed: OR  
License Number: 9852782

Driver # 9  
RON RENSHAW  
12/01/1960  
State Licensed: OR  
License Number: 2474665



POLICY NUMBER: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

Driver # 10  
GREG A RONDEAU  
03/07/1955  
State Licensed: OR  
License Number: 1689219

Driver # 11  
JOSE SANCHEZ-ROMERO  
04/03/1961  
State Licensed: OR  
License Number: 6132678

Driver # 13  
DAVID SILEN  
04/21/1963  
State Licensed: OR  
License Number: 3085724

Driver # 17  
JAMES UBBINK  
12/01/1951  
State Licensed: OR  
License Number: 2075206

Driver # 18  
JUAN MIGUEL VACA-GONZALEZ  
08/24/1978  
State Licensed: WA  
License Number: VACAGJM225N4

Driver # 20  
Coogan James Matteson  
04/01/1996  
State Licensed: OR  
License Number: 4859244

POLICY NUMBER: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

Driver # 21  
STEVE P SCHUDEL  
02/18/1948  
State Licensed: OR  
License Number: 329183

Driver # 22  
JULIE SCHUDEL  
06/30/1956  
State Licensed: OR  
License Number: 1948988

Driver # 23  
COURTNEY SCHUDEL  
08/17/1983  
State Licensed: OR  
License Number: 6597494

Driver # 24  
JOHN D SCHUDEL  
03/31/1953  
State Licensed: OR  
License Number: 1479416

Driver # 25  
JUSTIN SCHUDEL  
12/05/1984  
State Licensed: OR  
License Number: 8383103

Driver # 26  
DAVE H SCHUDEL  
09/15/1944  
State Licensed: OR  
License Number: 557705

POLICY NUMBER: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

Driver # 27  
DUSTIN FULLEN  
08/09/1983  
State Licensed: OR  
License Number: 6510943

Driver # 28  
BRITTANY FULLEN  
05/28/1986  
State Licensed: OR  
License Number: 8365726

Driver # 29  
JEFF LARCOM  
03/17/1967  
State Licensed: OR  
License Number: 3869860

Driver # 30  
GINGER LARCOM  
05/27/1968  
State Licensed: OR  
License Number: 3968435

Driver # 31  
SYDNEY LARCOM  
02/01/2001  
State Licensed: OR  
License Number: A472060

Driver # 33  
JAVIER AMEZCUA-CERVANTES  
05/06/1963  
State Licensed: OR  
License Number: 5265098

POLICY NUMBER: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

Driver # 34  
MARK ARKILLS  
07/16/1964  
State Licensed: OR  
License Number: 3331128

Driver # 35  
RICARDO AYALA  
09/13/1963  
State Licensed: OR  
License Number: 5008322

Driver # 36  
RALPH BACON  
08/26/1962  
State Licensed: WA  
License Number: BACONRN385N6

Driver # 37  
DANIEL BLAKLEY  
11/15/1988  
State Licensed: OR  
License Number: 6738770

Driver # 41  
KALEY FAST  
06/04/1980  
State Licensed: OR  
License Number: 8755672

Driver # 42  
BARBARA FRANK  
01/31/1957  
State Licensed: OR  
License Number: 2533178

POLICY NUMBER: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

Driver # 43  
LUIS GARCIA-CUELLER  
10/29/1991  
State Licensed: OR  
License Number: A217705

Driver # 44  
ANNULFO GARIBAY RAMOS  
09/02/1970  
State Licensed: OR  
License Number: 4833927

Driver # 45  
SCOTT GOODWIN  
05/25/1980  
State Licensed: OR  
License Number: 6425159

Driver # 46  
KYLE GREEN  
12/05/1983  
State Licensed: FL  
License Number: G650503834450

Driver # 47  
GILBERTO HERNANDEZ GUTIERREZ  
01/15/1956  
State Licensed: OR  
License Number: 4638339

Driver # 51  
JUAN LEAL-GALVEZ  
06/24/1972  
State Licensed: OR  
License Number: 5853385

POLICY NUMBER: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

Driver # 53  
MICHAEL LOCKE  
12/15/1977  
State Licensed: OR  
License Number: 6026047

Driver # 54  
MARTIN MARQUEZ-LEON  
11/11/1973  
State Licensed: WA  
License Number: WDL68Z55213B

Driver # 58  
LEONARDO AMEZCUA-ARTEGA  
10/23/1994  
State Licensed: OR  
License Number: 2716186

Driver # 59  
JAIME BECERRA SOTELO  
11/24/1957  
State Licensed: OR  
License Number: 4811654

Driver # 60  
ADALVERTO LIMA-SORIANO  
05/29/1970  
State Licensed: OR  
License Number: 4747866

Driver # 63  
LUIS CUELLAR  
03/19/1980  
State Licensed: CA  
License Number: Y3808685

POLICY NUMBER: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

Driver # 64  
Christina Ceja  
12/04/1969  
State Licensed: OR  
License Number: 4834199

Driver # 66  
Linda Owen  
06/17/1955  
State Licensed: OR  
License Number: 1776996

Driver # 67  
NATHANIEL P STOLLER  
04/27/1990  
State Licensed: OR  
License Number: 7253335

Driver # 68  
Brad P. Bannan  
10/15/1986  
State Licensed: OR  
License Number: A655659

Driver # 69  
ALLEN BROST  
04/25/1982  
State Licensed: OR  
License Number: 7530021

Driver # 75  
Trace White  
10/04/1985  
State Licensed: OR  
License Number: 8434915

POLICY NUMBER: 27-~~FAA~~-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

Driver # 77  
Juan Andres Meza  
05/18/1990  
State Licensed: CA  
License Number: B9899015

Driver # 94  
James Ubbink  
12/01/1951  
State Licensed: OR  
License Number: 2075206

Driver # 97  
Elias Lopez  
06/05/1972  
State Licensed: CA  
License Number: A8759717

Driver # 104  
Colton Larcom  
11/24/2002  
State Licensed: OR  
License Number: A877476



**Eagle West Insurance Company**  
**LOCATION SCHEDULE**

Policy Number: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel Enterprises  
L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

Prem No.	Bldg No.	Address
3		26250 Holiday Ln, Corvallis, OR 97333-9536
4		4440 Enterprise Rd, Dallas, OR 97338-9387

## Eagle West Insurance Company

### ADDITIONAL INTEREST SCHEDULE

Policy Number: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

CA 20 01 - Additional Insured Lessor

Kaley Fast  
9315 Bethel Rd  
Amity, OR 97101-9500  
OR - Veh #75 1994 INTL 9200 FB TRUCK - 2HSFMAMRXRC010383

Eagle West Insurance Company  
ADDITIONAL INTEREST SCHEDULE

Policy Number: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

Eagle West Insurance Company  
ADDITIONAL INTEREST SCHEDULE

Policy Number: 27-FAA-2-070003618  
Holiday Tree Farms, Inc.; Schudel  
Enterprises L.L.C.  
800 NW Cornell  
Corvallis, OR 97330

AGENT #: 27113  
Unified Insurance Group LLC  
P.O. Box 550  
Corvallis, OR 97339

## NOTICE TO INSUREDS

EVERY ACCIDENT, NO MATTER HOW MINOR IT MAY SEEM, SHOULD BE REPORTED IMMEDIATELY TO YOUR AGENT OR DIRECTLY TO THE COMPANY.

Eagle West Insurance Company has an excellent reputation for service among its policyholders and agents. It has always emphasized the need for its claims' staff to be prompt to contact insureds who make claims, to establish a relationship of trust with them, and to reach mutually satisfactory settlements in a timely fashion.

But our Claims Department obviously cannot help claimants in a timely fashion if it is unaware that an accident has occurred. We ask the help of our insureds to report promptly, accurately and completely all accidents that occur that may be covered. Please get in touch with your agent or the Company as soon as an incident occurs, so that a full report can be filled out. We can reduce time and trouble for you, indemnity and expense costs for us, and pass these savings on to all of our policyholders if we can gain your cooperation in this regard.

Please note that every policy contains conditions similar to the following language.

### INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT.

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstance thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

We urgently request your compliance with the above section. Your help in this regard will help us continue to serve you and all of our insureds efficiently and well.

## **AUTO BODY REPAIR CONSUMER BILL OF RIGHTS**

A consumer is entitled to:

1. Select the auto body repair shop to repair auto body damage covered by the insurance company. An insurance company shall not require the repairs to be done at a specific auto body repair shop.
2. An itemized written estimate for auto body repairs and, upon completion of repairs, a detailed invoice. The estimate and the invoice must include an itemized list of parts and labor along with the total price for the work performed. The estimate and invoice must also identify all parts as new, used, aftermarket, reconditioned, or rebuilt.
3. Be informed about coverage for towing and storage services. Every insurer shall pay reasonable towing and storage charges incurred by the insured and provide reasonable notice to an insured before terminating payment for storage charges so that the insured has time to remove the vehicle from storage.
4. Be informed about the extent of coverage, if any, for a replacement rental vehicle while a damaged vehicle is being repaired.
5. Be informed of where to report suspected fraud or other complaints and concerns about auto body repairs.

### **Complaints Within the Jurisdiction of the Bureau of Automotive Repair**

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (800) 952-5210

California Department of Consumer Affairs  
Bureau of Automotive Repair  
10240 Systems Parkway  
Sacramento, California 95827

The Bureau of Automotive Repair can also accept complaints over its web site at: [www.autorepair.ca.gov](http://www.autorepair.ca.gov)

### **Complaints Within the Jurisdiction of the California Insurance Commissioner**

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-HELP or (213) 897-8921

California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
Los Angeles, California 90013

The California Department of Insurance can also accept complaints over its web site at:  
[www.insurance.ca.gov](http://www.insurance.ca.gov)

## **CONSUMER PRIVACY INFORMATION**

### **About Insurance Information Practices And How Your Right To Privacy Is Protected**

Like you, we are concerned with your privacy and its protection. As our client, we want you to understand how we gather information, how we protect it, and what your rights and responsibilities are regarding recorded information about you.

Most of the personal information we collect comes from your application. We use this information to help decide whether or not a policy can be issued and for rating purposes. To assist in making necessary business decisions, we may need to obtain additional information about you and any family members who are applying for insurance. This information may be requested from public records, consumer reporting agencies, doctors, hospitals, other insurance companies or other individuals. Some examples of this information are: the value and condition of your property, your driving record, employment history, other insurance coverage, general reputation, or health and medical history.

If we order a consumer report from an independent reporting agency, they will obtain information about you in the same way that we would. That is, they may contact you or persons you know. They may personally inspect your property. The information collected by the agency is retained and later shared with others who use these reports. If we use a consumer reporting agency to prepare a report on you, you have the right to be personally interviewed by them. Information you give the agency during an interview will be included in the report sent to us. If you wish to be interviewed, please tell us how the agency can contact you. Every effort will be made to interview you. Even if you are not interviewed, you have the right to request a copy of the report. Contact us or your agent.

### **Our Privacy Principals**

The information we collect about you is for our business purposes and to assist you as our client. We do not sell client information or provide client information to persons or organizations outside our CIG family of companies for their own marketing purposes.

We also require any person or organization providing products or services to clients on our behalf to protect the confidentiality of CIG client information. We also afford prospective and former clients the same protection as existing clients with respect to the use of personal information.

### **What We Do With Information About You**

Information about you will be kept in our policy records. We will refer to and use that information for purposes related to issuing and servicing insurance policies and settling claims.

Without your prior authorization, we may, as permitted by law, share information about you contained in our files with certain persons or organizations. The types of persons or organizations we may share this information with include:

- your agent, broker or sales representative
- adjusters, appraisers, investigators and attorneys
- persons or organizations who need the information to perform a business, professional or insurance function for us, such as businesses that help us with data processing or marketing
- other insurance companies, agents or consumer reporting agencies as it is needed in connection with any application, policy or claim involving you
- an insurance-support organization which is established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims
- a medical professional to inform you of a medical condition of which you may not be aware
- persons or organizations that conduct scientific research, including actuarial or underwriting studies

- our affiliated companies
- law enforcement or other governmental authorities as required by law

#### **Authorization for Disclosure of Certain Information**

There may be times when you may need us to share your personal information with persons or organizations for which we require your written authorization. In these cases, we will obtain your signed authorization before releasing any of your information. The authorization will describe who we should share the information with, the information we need to share, why we are sharing the information the purpose for which it will be used and the length of time it is valid. If you wish to rescind this authorization, you may do so at any time. In any event, the authorization ends within 24 months.

#### **How You Can Review Recorded Information About You**

You have the right to review recorded information about you contained in our files. If you have any questions about what information we have on file, please write us. We will need your complete name, address, date of birth, and all policy numbers under which you are insured. Tell us what information you would like to receive. Within 30 business days of receipt of your request, we will contact you and inform you of the nature of recorded information about you in our files. At that time, we will also tell you the identity of the persons or organizations to whom we have disclosed this information in the preceding two years. We will also let you see and copy, in person, such recorded information or we will mail you a copy, if you prefer. There will be a nominal fee charged for the costs of providing this information to you.

Sometimes, if your file contains medical information, we may ask you to name a doctor, licensed to treat the condition to which the medical information relates, to whom we can send such information so that he or she may explain it to you.

There are some kinds of information, however, that we are not required to give you access to. This type of information is generally collected when we evaluate a claim under an insurance policy or when the possibility of a lawsuit exists.

#### **If You Disagree With Our Records**

If, after reading the information in your file, you believe it is incorrect, please notify us. Tell us what is inaccurate and why. You have the right to request that we correct, amend or delete information that you feel is incorrect.

Upon receiving your request, we will reinvestigate the information you think is incorrect. If we agree with you, we will make the necessary corrections, amendments or deletions within 30 days of receiving your request. We will also notify persons or organizations to whom we have previously disclosed the inaccurate information of the change. Insurance-support organizations to whom we systematically reveal information will also be informed of the change.

If we disagree with you, we will notify you within 30 days of receiving your request, and give you our reasons for refusing to correct, amend or delete the information you feel is incorrect. If you are not satisfied by our refusal and the reasons, you have the right to place a statement in our files explaining why you believe the information is incorrect. In that case, we will ask you to send us a concise statement of what you believe is the correct information and why you disagree with our refusal to correct it. When we receive your statement, we will place it in our file and send a copy of it to persons and organizations to whom we have previously disclosed or systematically disclose information. If we make any subsequent disclosure of information in your file, we will also disclose your statement.



**POLICYHOLDER DISCLOSURE**

**NOTICE OF INSURANCE COVERAGE FOR  
ACTS OF TERRORISM**

You are hereby notified that under the Terrorism Risk Insurance Act, you are entitled to insurance coverage for losses arising out of acts of terrorism, as defined in the Act, subject to all applicable policy provisions.

Limited coverage for acts of terrorism is already included in your current commercial and/or farm policy with CIG<sup>®</sup>. As of this date, the premium that is attributable to coverage for acts of terrorism is zero dollars (\$0.00).

You should know that the United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

IL 00 03 07 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 07 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NUCLEAR ENERGY LIABILITY EXCLUSION  
ENDORSEMENT**  
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property .

IL 01 42 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OREGON CHANGES – DOMESTIC PARTNERSHIP**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:  
Spouse or individual who is in a domestic partnership recognized under Oregon law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:  
"Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of such Named Insured's household, including a ward or foster child; or
  2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:  
"Family member" means a person related to you by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of your household, including a ward or foster child.

IL 02 79 01 06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OREGON CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART

**A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:**

**2. If this policy has been in effect for:**

**a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.**

**b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:**

- (1) Nonpayment of premium;**
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;**
- (3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;**
- (4) Failure to comply with reasonable loss control recommendations;**
- (5) Substantial breach of contractual duties, conditions or warranties;**
- (6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or**

**(7) Loss or decrease in reinsurance covering the risk.**

**c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:**

- (1) A package policy that includes commercial property and commercial liability insurance;**
- (2) Commercial Automobile Coverage Part;**
- (3) Commercial General Liability Coverage Part;**
- (4) Commercial Property Coverage Part – Legal Liability Coverage Form;**
- (5) Commercial Property Coverage Part – Mortgageholders Errors And Omissions Coverage Form;**
- (6) Employment-Related Practices Liability Coverage Part;**
- (7) Farm Coverage Part – Farm Liability Coverage Form;**
- (8) Liquor Liability Coverage Part;**
- (9) Products/Completed Operations Liability Coverage Part; or**
- (10) Professional Liability Coverage Part.**



**B.** Paragraph 3. of the **Cancellation** Common Policy Condition is amended by the addition of the following:

3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

**C.** The following is added to the **Cancellation** Common Policy Condition:

**7. Number Of Days' Notice Of Cancellation:**

a. With respect to insurance provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.

b. With respect to insurance other than that provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least:

(1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or

(2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

**D.** Paragraph 6. of the **Cancellation** Common Policy Condition does not apply.

**E.** The following are added and supersede any provision to the contrary:

**1. Nonrenewal**

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

a. Expiration date of the policy; or

b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

**2. Mailing Of Notices**

a. If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

b. The following provision applies with respect to coverage provided under the Farm Coverage Part:

If the first Named Insured has affirmatively consented to our use of an electronic record to deliver notice of cancellation or nonrenewal and has not withdrawn such consent, then the electronic record delivering notice of cancellation or nonrenewal satisfies the requirement that the notice of cancellation or nonrenewal be provided, or made available, to the first Named Insured in writing if we send the first Named Insured the electronic record with a request for a return receipt and we receive the return receipt. If we do not receive the return receipt, we may cancel or nonrenew the policy only after providing or delivering the notice of cancellation or nonrenewal to the first Named Insured in writing, subject to Paragraph **2.a.** above.



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## OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A.** The misinformation is material to the content of the policy;
- B.** We relied upon the misinformation; and
- C.** The information was either:
  - 1.** Material to the risk assumed by us; or
  - 2.** Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

COMMERCIAL AUTO  
CA 00 01 12 93

## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V – DEFINITIONS.

### SECTION I – COVERED AUTOS

**ITEM TWO** of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL	DESCRIPTION
--------	-------------

1 = ANY "AUTO".

2 = OWNED "AUTOS" ONLY. Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.

3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.

4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.

5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

7 = SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).

8 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.

9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

#### B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in **ITEM TWO** of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if symbol 7 is entered next to a coverage in **ITEM TWO** of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

- a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

### **C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

## **SECTION II – LIABILITY COVERAGE**

### **A. COVERAGE**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### **1. WHO IS AN INSURED**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto".

(5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. COVERAGE EXTENSIONS

a. Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$100 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

### b. Out-of-State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. EXCLUSIONS

This insurance does not apply to any of the following:

### 1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. CONTRACTUAL

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. WORKERS' COMPENSATION

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- a. An employee of the "insured" arising out of and in the course of employment by the "insured"; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

#### **5. FELLOW EMPLOYEE**

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

#### **6. CARE, CUSTODY OR CONTROL**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### **7. HANDLING OF PROPERTY**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### **8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. OPERATIONS**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

#### **10. COMPLETED OPERATIONS**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### **11. POLLUTION**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or

- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## 12. WAR

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

## 13. RACING

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## C. LIMIT OF INSURANCE

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

## SECTION III – PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

- 1. We will pay for "loss" to a covered "auto" or its equipment under:
  - a. Comprehensive Coverage. From any cause except:
    - (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

- b. Specified Causes of Loss Coverage. Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or



- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage. Caused by:**

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Towing.**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**3. Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles.**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

- 4. Coverage Extension. We will pay up to \$15 per day to a maximum of \$450 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**B. EXCLUSIONS**

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard.**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War or Military Action.**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
- 4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Equipment designed or used for the detection or location of radar.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - d. Any accessories used with the electronic equipment described in paragraph c. above.

Exclusions **4.c.** and **4.d.** do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

- (2) An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

#### **C. LIMIT OF INSURANCE**

The most we will pay for "loss" in any one "accident" is the lesser of:

- 1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

#### **D. DEDUCTIBLE**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

### **SECTION IV – BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

#### **A. LOSS CONDITIONS**

##### **1. APPRAISAL FOR PHYSICAL DAMAGE LOSS**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

##### **2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.



c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

### 3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### 4. LOSS PAYMENT – PHYSICAL DAMAGE COVERAGES

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

### 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## B. GENERAL CONDITIONS

### 1. BANKRUPTCY

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

### 2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### 3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. NO BENEFIT TO BAILEE – PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 5. OTHER INSURANCE

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### **6. PREMIUM AUDIT**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### **7. POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

#### **8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

### **SECTION V – DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
  - 1. Any request, demand or order; or
  - 2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured";
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

F. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

G. "Loss" means direct and accidental loss or damage.

H. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- I. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- J. "Property damage" means damage to or loss of use of tangible property.
- K. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- L. "Trailer" includes semitrailer.

California Capital Insurance Company  
Eagle West Insurance Company  
Monterey Insurance Company

## **MEXICAN AUTOMOBILE EXCLUSION ENDORSEMENT**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE COVERAGES UNDER THIS POLICY ARE NULL AND VOID WHILE ANY AUTOMOBILE INSURED HEREUNDER IS BEING OPERATED IN THE REPUBLIC OF MEXICO.

***NO COVERAGE IS PROVIDED IN MEXICO  
ESTE SEGURO NO CUBRE EN MEXICO***

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **BUSINESS AUTO BROADENING ENDORSEMENT**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THIS POLICY:**

### **BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM**

#### **A. EXTENDED CANCELLATION CONDITION**

Form IL 00 17, the **Common Policy Condition**, section **A. CANCELLATION**, Paragraph **2.b.** is replaced by the following:

- b.** 60 days before the effective date of cancellation if we cancel for any other reason.

#### **B. BROADENED DEFINITION OF INSURED**

- 1.** The Named Insured shown in the Declarations is amended to include:

- a.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the policy. However, the Named Insured does not include any subsidiary that is an “insured” under any other insurance policy or would be an “insured” under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- b.** Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1)** that is a joint venture, partnership, or limited liability partnership or corporation,
  - (2)** that is an “insured” under any other policy,
  - (3)** that has exhausted its Limit of Insurance under any other policy, or
  - (4)** 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to “bodily injury” or “property damage” that results from an accident that occurred before you formed or acquired the organization.

- 2.** **Who Is An “Insured”** of **Section II – Liability Coverage 1. a. (4)** is amended to add:

Any employee of yours while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

#### **C. HIRED AUTO PHYSICAL DAMAGE AND LOSS OF USE**

If hired “autos” are covered “autos” for Liability coverage and if Comprehensive or Collision coverages are provided under this Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of the private passenger, light or medium truck type (20,000 lbs. or less in gross vehicle weight), subject to the following limit; these items are excess to any other collectible insurance coverage.

The most we will pay for “loss” to any hired “auto” is **\$50,000** or Actual Cash Value or the Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned “auto” of the private passenger, light or medium truck type for that coverage. **Hired Auto Physical Damage** coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own of the private passenger or light truck type.



If symbol 8 or 28 is listed on the Covered Autos section of the policy declarations page as applying to any of the physical damage coverages, then the **Hired Auto Physical Damage** coverage described on this form does not apply.

Subject to a maximum of **\$750** per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial "loss".

**D. HIRED AUTO LIABILITY - WORLDWIDE COVERAGE** (except for the Republic of Mexico)

For hired "autos" hired for less than 30 days, the coverage territory will be extended to anywhere in the world, except for the Republic of Mexico, provided the "insured's" liability to pay damages is determined in a "suit" brought in the coverage territory described in **Section IV – Business Auto Conditions**.

This coverage does not apply to "garage operations".

**E. AUTO LOAN OR LEASE GAP PAY-OFF**

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, if a long-term leased or purchased "auto" is a covered "auto" and the lessor or lender is named as an "Additional Insured – Lessor", or "Additional Insured – Lender", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or lender for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company that has leased the covered "auto" to you.

**F. ADDITIONAL INSURED AND WAIVER OF SUBROGATION**

1. The following are added as an "insured" under **Section II – Liability Coverage, Who Is an Insured**:

**Section II. 1. a. (4)** Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" if:

- a. You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
  - (1) an expressed provision of an "insured contract", or written agreement; or
  - (2) an expressed condition of a written permit issued to you by a governmental or public authority.
- b. The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
  - (1) you executed the "insured contract" or written agreement; or
  - (2) the permit has been issued to you.

2. The following is added to **Section IV – Business Auto Conditions, Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any additional "insured", but only as respects "Loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the "insured contract", written agreement, or permit.

This coverage does not apply to "garage operations".

**G. COVERAGE EXTENSIONS**

1. **Supplementary Payments**, of **Section II- Liability Coverage**, is amended as follows:

The reference to **\$250** for the cost of bail bonds is replaced by **\$1,000** and the reference to **\$100** per day for all reasonable expenses is replaced by **\$250** per day.

This coverage does not apply to the **Garage Coverage Form**.

2. **Coverage Extension**, of **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, is amended to provide a limit of **\$50** per day and a maximum of **\$1,000** for temporary transportation expense.
3. **Under Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form, Comprehensive Coverage**, we will pay for the expense of returning a stolen covered “auto” to you.

#### H. **BODILY INJURY TO FELLOW EMPLOYEE EXCLUSION WAIVED**

**Section II – Liability Coverage, B. 5. Fellow Employee Exclusion**, does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire. Coverage is excess over any other collectible insurance.

#### I. **COMMUNICATION EQUIPMENT COVERAGE**

**Section III – Business Auto Coverage Form, Physical Damage Coverage**, with respect to a covered “auto” described in the Schedule or in the Declarations, also applies to “Loss” to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered “auto” at the time of the “loss”. Equipment which is removable from a housing unit which is permanently installed in the covered “auto” and is designed to be solely operated by use of the power from the “auto’s” electrical system in or upon the covered “auto” is considered permanently installed. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment. The Physical Damage deductibles listed in the declarations as applying to the covered “auto” apply to this coverage as well.

The most that we will pay in the event of a “loss” is the lesser of:

1. The actual cash value of the damage or stolen property at the time of the “loss”; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality; or
3. **\$1,500.**

#### J. **GLASS-ONLY CLAIM: DEDUCTIBLE WAIVED IF REPAIRED RATHER THAN REPLACED**

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form, Deductible**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### K. **PERSONAL EFFECTS COVERAGE**

1. Subject to a maximum limit of **\$500**, coverage is extended to the personal effects of the driver, passenger and insured while inside a covered “auto” and damaged as a result of an accident. Losses are subject to a **\$250** deductible. No separate deductible applies if the “loss” under this section is part of a specified perils, comprehensive or collision “loss” under this policy. If the “loss” includes coverage under more than one section of this endorsement, only the highest deductible will apply to the entire “loss”.
2. We will not pay for “loss” to personal property of any of the following:
  - a. Accounts, bills, currency, deeds, money, notes, securities and evidence of debt.
  - b. Electronic equipment or tapes, records, discs or other similar audio visual or data electronic equipment.
  - c. Furs.
  - d. Animals, birds or fish.
  - e. Bullion, precious stones, jewelry or similar valuables, painting, art objects, manuscripts or mechanical drawings.
  - f. Contraband or property in the course of illegal transportation or trade.



- g. An "auto", its equipment or fluids, including fuel.
  - h. "Loss" caused by theft, unless there are visible signs or marks of forcible entry into the covered "auto" and the theft is reported to law enforcement authorities.
3. The Personal Effects Coverage is excess over any other valid and collectible insurance coverage available for the same "loss".

#### L. PET INJURY COVERAGE

Under **Section III – Physical Damage Coverage**, If you carry Collision Coverage for the damaged covered "auto", the following is added:

If "your pet" sustains injury or death while inside a covered auto at the time of a loss covered under Collision or Comprehensive coverage, we will pay for the following:

- 1. up to **\$500** for reasonable and routine veterinary fees incurred by you if "your pet" is injured in, or as a direct result of, the covered loss; or
- 2. a **\$500** death benefit if "your pet" dies in, or as a direct result of, the covered loss, less any payment we made toward veterinary expenses for "your pet".

In the event of a covered loss due to theft of a covered auto, we will pay the death benefit subject to "your pet" is inside the covered auto at the time of theft and "your pet" is not recovered.

This additional coverage is subject to a **\$100** Deductible for death and veterinary care sustained as a result of a covered loss. Coverage applies in excess over any other valid and collectible insurance.

The following definition applies to this coverage:

"Your pet" means any cat or dog owned by any insured covered under this policy.

The most we will pay for all damages in any one loss is a total of **\$500** regardless of the number of dogs or cats involved.

#### M. SINGLE EVENT DEDUCTIBLE

Under the **Physical Damage Coverage** Section, if two or more policies or coverage forms apply to the same accident, the following applies to paragraph **D. Deductible**:

You will pay the highest deductible stated on the declarations page only once for damages to your tractor, trailer and cargo when all are insured by us and are damaged by the same covered cause of loss.

#### N. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

- 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- 2. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred.
  - b. Subject to a maximum payment of **\$100** per day up to 30 days.
- 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PUNITIVE DAMAGES EXCLUSION**

This policy does not apply to punitive or exemplary damages incurred by any "insured." This policy also does not apply to defense costs related thereto.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NBCR EXCLUSION**

### **Nuclear, Biological, Chemical and Radioactive Agent Exclusion**

This exclusion modifies the coverage provided under the following (including any and all endorsements to):

**BUILDERS' RISK COVERAGE FORM**  
**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**  
**BUSINESS AUTO COVERAGE FORM** (Except, Section II - Liability Is Not Modified By This Exclusion)  
**BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM**  
**BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**  
**BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**  
**BUSINESSOWNERS COVERAGE FORM** (Except, Section II - Liability Is Not Modified By This Exclusion)  
**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE FORMS**  
**COMMERCIAL PROPERTY COVERAGE PART**  
**CONDOMINIUM ASSOCIATION COVERAGE FORM**  
**CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**  
**EXTRA EXPENSE COVERAGE FORM**  
**GARAGE COVERAGE FORM** (Except, Section II - Liability Is Not Modified By This Exclusion)  
**LEGAL LIABILITY COVERAGE FORM** (CP 00 40)  
**MOTOR CARRIER COVERAGE FORM** (Except, Section II - Liability Is Not Modified By This Exclusion)  
**STANDARD PROPERTY POLICY**  
**TRUCKERS COVERAGE FORM** (Except, Section II - Liability Is Not Modified By This Exclusion)  
**COMMERCIAL INLAND MARINE COVERAGE FORMS, INCLUDING BUT NOT LIMITED TO:**  
    **ACCOUNTS RECEIVABLE COVERAGE FORM**  
    **CAMERA AND MUSICAL INSTRUMENT DEALERS COVERAGE FORM**  
    **COMMERCIAL ARTICLES COVERAGE FORM**  
    **COMMERCIAL FINE ARTS COVERAGE FORM**  
    **EQUIPMENT DEALERS COVERAGE FORM**  
    **FILM COVERAGE FORM**  
    **FLOOR PLAN COVERAGE FORM**  
    **JEWELERS BLOCK COVERAGE FORM**  
    **MAIL COVERAGE FORM**  
    **PHYSICIANS AND SURGEONS EQUIPMENT COVERAGE FORM**  
    **SIGNS COVERAGE FORM**  
    **THEATRICAL PROPERTY COVERAGE FORM**  
    **VALUABLE PAPERS AND RECORDS COVERAGE FORM**  
**TOBACCO SALES WAREHOUSES COVERAGE FORM**  
**FARM COVERAGE PART**  
**FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD**  
    **PERSONAL PROPERTY COVERAGE FORM**  
**FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM**  
**FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE**  
    **FORM**  
**FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES,**  
    **CONDITIONS, DEFINITIONS**  
**MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM**

- I. We will not pay for any loss, damage, injury, cost or expense directly or indirectly caused by, resulting from or related to any of the following, regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage, injury, cost or expense:

1. Nuclear Hazard;
  2. Biological Hazard;
  3. Chemical Hazard;
  4. Environmental Hazard; or
  5. Radioactive Agent Hazard
- II. These include, but are not limited to any nuclear reaction; nuclear radiation; radioactive contamination; any solid, semi-solid, liquid, gaseous, or thermal irritant, pollutant or contaminant of any kind or nature; smoke, vapor, soot, and fumes; acids, alkali, and derivative materials, gases, vapors or compounds; any chemical, biological and/or other etiological or pathogenic agent or material; any electromagnetic, radio frequency, optical and/or ionizing radiation or energy; any genetically engineered agent or material; any teratogenic, carcinogenic, and/or mutagenic agent or material; and waste; all regardless of location, and whether in any enclosed space of any kind or nature, or in the open. Waste includes any material to be disposed of, recycled, reconditioned or reclaimed.
- III. This exclusion applies to all claims for:
1. Any loss or damage to and/or repair or replacement of any property, including but not limited to Covered Property;
  2. Any loss of use or delay in rebuilding, repairing or replacing any property, including but not limited to Covered Property;
  3. Any and all remediation costs to remove excluded material from, decontaminate or clean any property or to repair, restore or replace any property, including but not limited to Covered Property;
  4. Any and all costs to test for, contain, treat, dispose of and/or assess the effects of excluded material on any property, including but not limited to Covered Property; or
  5. Any and all costs incurred to test or monitor any air or property.
  6. This exclusion does not apply to the sudden, accidental, discharge of a radioactive agent from medical diagnostic or treatment equipment necessary or incidental to your business operations covered under this policy, when that equipment is damaged by a peril covered under this policy.
- IV. Notwithstanding any other provisions of this policy, all losses or types of loss, damage, claims or expense described in Paragraphs I, II, and III above are not covered under any circumstances when the following causes of loss in any manner cause, result in, relate to, or contribute concurrently or in any sequence to losses or types of loss, damage, claims or expense:
1. any "specified causes of loss" or other Covered Cause of Loss listed in a. through g. below:
    - a. explosion of any kind or nature. However, we will afford coverage otherwise available under the policy solely as to Hazards 2., 3. and 4. in Paragraph I above where our investigation conclusively verifies or the insured conclusively demonstrates that the explosion was accidental, and not the result of an intentional act on the part of any person or entity;
    - b. vandalism or malicious mischief;
    - c. acts of destruction, including but not limited to acts of destruction by an employee;
    - d. collapse;
    - e. falling objects;
    - f. vehicles, watercraft, and all other conveyances of any kind or nature;
    - g. aircraft; or
  2. any and all causes of loss excluded under the policy or that are not otherwise a Covered Cause of Loss under the policy.

When state law requires us to provide the peril of fire on a particular coverage, we will comply, but only to the minimal extent required by law (for example, coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverage, even if coverage for fire is required to be provided to direct loss or damage by fire to Covered Property).

The provisions and exclusions of this endorsement, including but not limited to Paragraph IV above, supersede any and all conflicting provisions of the policy to which this endorsement is attached as to any and all losses or types of loss, damage, claims or expense described in Paragraphs I, II, and III above.

**ENDORSEMENT  
BE17A**

Attached to and forming part of Policy Number: 27-~~FAA~~-2-070003618

Issued to: **Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

Date of Endorsement: 03/01/2019

All terms and conditions of this policy remain unchanged.

All terms and conditions of this policy remain unchanged.

All terms and conditions of this policy remain unchanged.



All terms and conditions of this policy remain unchanged.

SCHEDULE OF TRAILER INTERCHANGE COVERAGE COVERAGES	LIMIT OF INSURANCE	DAILY RATE	ESTIMATED PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIR OR \$ WHICHEVER IS LESS, MINUS \$250 DED. FOR EACH	\$	\$INCL

All terms and conditions of this policy remain unchanged.

## ENDORSEMENT BE17A

Attached to and forming part of Policy Number: 27-FAA-2-070003618

Issued to: Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.

Date of Endorsement: 03/01/2019

BE17A continued)

### 3. LIMIT OF INSURANCE AND DEDUCTIBLE

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the Schedule:

- a. The actual cash value of the damaged or stolen property at the time of the "loss".
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- c. The Limit of Insurance shown in the Schedule.

C. PHYSICAL DAMAGE COVERAGE is changed by adding the following exclusion:

We will not pay for "loss" to:

Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.

D. The OTHER INSURANCE Condition is replaced by the following:

### 5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS

a. This Coverage Form's Liability Cover-age is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:

- (1) On the same basis, primary or excess, as for the power unit if the power

All terms and conditions of this policy remain unchanged.

unit is a covered "auto".

(2) Excess if the power unit is not a covered "auto".

b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

c. Except as provided in paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

d. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

e. Regardless of the provisions of paragraphs a., b. and c. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**E. ADDITIONAL DEFINITIONS** As used in this endorsement:

1. "Trailer" includes a semi-trailer or a dolly used to convert a semi-trailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

2. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.

3. "Trucker" means any person or organization engaged in the business of trans-  
porting property by "auto" for hire.

All terms and conditions of this policy remain unchanged.

**COMMERCIAL AUTO**  
**CA 01 49 01 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OREGON CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
 GARAGE COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM  
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Liability Coverage**

1. Paragraph **a.2.(d)** of the **Who Is An Insured** provision in **Section II – Liability Coverage** of the Garage Coverage Form is replaced by the following:

(d) Your customers, if your business is shown in the Declarations as an "auto" dealership. However, if a customer of yours:

- (i) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the following minimum limits specified by the Oregon financial responsibility law:

(A) \$60,000 for each "accident", which is the minimum combined single limit of liability; or

(B) \$25,000/50,000/10,000 for each "accident", which is the minimum split limits of liability.

- (ii) Has other available insurance (whether primary, excess or contingent) less than the following minimum limits specified by the Oregon financial responsibility law, they are an "insured" only for the amount by which such limits exceed the limit of their other insurance:

(A) \$60,000 for each "accident", which is the minimum combined single limit of liability; or

(B) \$25,000/50,000 for each "accident", which is the minimum split limits of liability.

2. Paragraph **b.(1)** of the **Out-Of-State Coverage Extensions** in **Section II – Liability Coverage** of the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms is replaced by the following:

(1) Increase the Limit of Insurance for Liability Coverage to meet the minimum limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used, but this does not apply to any law governing motor carriers of passengers or property.

### **B. Changes In Conditions**

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

If you and we disagree on the amount of "loss", both parties may agree to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

**CONCEALMENT, MISREPRESENTATION OR FRAUD**

1. Subject to Paragraphs 2. and 3. below, this entire policy will be void if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.
2. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this policy unless:
  - a. The statements are contained in a written application; and
  - b. A copy of the application is endorsed upon or attached to this policy when issued.
3. In order to use any representation made by you or on your behalf in defense of a claim under the policy, we must show that the representations are material and that we relied on them.

POLICY NUMBER: 27-~~FAA~~-2-070003618COMMERCIAL AUTO  
CA 20 48 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/01/2019	Countersigned By:          (Authorized Representative)
Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.	

**SCHEDULE**

<b>Name of Person(s) or Organization(s):</b> SEE NAMED INSURED SCHEDULE.
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER: 27-~~FAA~~-2-070003618COMMERCIAL AUTO  
CA 21 05 04 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OREGON UNINSURED MOTORISTS  
COVERAGE – BODILY INJURY**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective: 03/01/2019	Countersigned By:          (Authorized Representative)
Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.	

**SCHEDULE**

<b>LIMIT OF INSURANCE</b> \$ 1,000,000	Each "Accident"
---	-----------------

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
  - a.** The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b.** A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.



**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone else "occupying" an "auto" the Named Insured is operating.
  - d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

**C. Exclusions**

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by an individual Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
  5. Punitive or exemplary damages.

**D. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. The limit of insurance under this coverage shall be reduced by:
  - a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
  - b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Personal Injury Protection Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

**E. Changes In Conditions****1. Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. If a hit-and-run or phantom vehicle is involved, the Named Insured or someone on that Named Insured's behalf shall report the "accident" to the appropriate law enforcement agency within 72 hours of the "accident".

- b. Promptly send us copies of the legal papers if a "suit" is brought.

- c. A person seeking coverage from a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and allow advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

**3. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and
- b. We also have a right to recover the advance payment.

4. The following Condition is added:

**ARBITRATION**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the "insured":
- (1) The county where the "insured" lives; or
  - (2) The county where the "insured's" cause of action against the owner or driver of the "uninsured motor vehicle" arose.

Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

- c. We will pay all arbitration costs to an "insured" in excess of \$100. Arbitration costs to an "insured" shall not include attorney's fees or any expenses incurred in producing evidence or witnesses or making transcripts of the arbitration proceedings.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupancy" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a liability bond or policy applies at the time of an "accident", but its limit for "bodily injury" liability is either:
  - (1) Less than the limit of liability for this coverage; or
  - (2) Reduced by payments to others injured in the accident to an amount which is less than the limit of liability for this coverage.
- c. For which an insuring or bonding company, within 2 years of the date of the "accident", becomes voluntarily or involuntarily bankrupt or is placed in receivership; or
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying". However, in the event that a hit-and-run vehicle causes "bodily injury" to an "insured" without hitting the "insured", a covered "auto" or a vehicle the "insured" is "occupying", the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having an uninsured motorists claim resulting from the accident.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under an applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER: 27-~~FAA~~-2-070003618COMMERCIAL AUTO  
CA 22 36 04 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OREGON PERSONAL INJURY PROTECTION**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/01/2019	Countersigned By:          (Authorized Representative)
Named Insured: <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>	

**SCHEDULE**

Benefits	Limit Per Person
"Medical And Hospital Expenses"	\$ 15,000 less deductible, if any
"Income Continuation Expenses"	\$ 1,250 per month
"Loss Of Services Expenses"	\$ 30 per day
"Funeral Expenses"	\$ 2,500
"Child Care Expenses"	\$ 15 per day
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Coverage for medical and hospital expenses is subject to a deductible of \$ Full applicable to:

- ☐ You  
☐ You and each "family member"  
☐ You or "family member(s)" named below

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

#### **A. Coverage**

We will pay Personal Injury Protection benefits to an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of an "auto" as an "auto". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

##### **1. Medical And Hospital Expenses**

All reasonable and necessary expenses incurred within one year from the date of the "accident" for medical, hospital, dental, surgical, ambulance and prosthetic services.

##### **2. Income Continuation Expenses**

70% of the "insured's" loss of income from work during a period of disability caused by "bodily injury" sustained by such person in the "accident"; provided that:

- a. Such person was usually engaged in a paying occupation at the time of the "accident";
- b. The period of such disability continues for at least 14 days; and
- c. Income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation and is subject to a maximum payment period in the aggregate of 52 weeks.

##### **3. Loss Of Services Expenses**

Expenses reasonably incurred during a period of disability caused by "bodily injury" sustained by an "insured" in the "accident" for essential services in lieu of those such person would have performed without income; provided that:

- a. Such person was not usually engaged in a paying occupation at the time of the "accident";
- b. The period of such disability continues for at least 14 days; and
- c. Loss of services expenses shall include only expense for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services and is subject to a maximum payment period in the aggregate of 52 weeks.

However, loss of services expenses shall not include child care expenses.

#### **4. Funeral Expenses**

Reasonable and necessary expenses for professional funeral services incurred within one year after the date of the "accident".

#### **5. Child Care Expenses**

Expenses reasonably incurred for the care of a minor child of an "insured" who has sustained "bodily injury" in the "accident", provided:

- a. The "insured" is the parent of the minor child and is required to be hospitalized for a minimum of 24 hours;
- b. Payments begin after the initial 24 hours of hospitalization and are made for as long as the "insured" is unable to return to work if he or she is usually engaged in a paying occupation. If such person was not usually engaged in a paying occupation at the time of the "accident", then payment will continue for as long as he or she is unable to perform essential services that he or she would have performed without income; and
- c. The child care expenses are subject to a maximum payment period in the aggregate of 30 days.

#### **B. Who Is An Insured**

1. You, if you sustain "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".
2. If you are an individual, any "family member" who sustains "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".
3. Any other person who sustains "bodily injury" while "occupying" or using the "covered auto" with your permission, or while a "pedestrian" through being struck by a "covered auto".

#### **C. Exclusions**

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by any person:
  - a. Who intentionally causes injury to himself or herself; or
  - b. While participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest.
2. That results in the application of income continuation expenses and loss of service expenses, sustained by any "pedestrian" other than you or a "family member" in an "accident" which occurs outside the State of Oregon.



3. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
4. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
5. Sustained by you or any "family member" while "occupying" any "auto" you own or furnished or available for your regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.
6. Sustained by a "family member" while "occupying" any "auto" owned by such "family member" or furnished or available for the "family member's" regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.

#### **D. Limit Of Insurance**

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or "covered autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by any one "insured" in any one "auto" "accident" is the Limit Per Person amount shown in the Schedule.
2. Any amount paid under this coverage will be reduced by any amount paid or payable by any workers' compensation or any other similar medical or disability benefits law (excluding Medicare).
3. Any amount payable under this coverage to you or a "family member" will reduce any amount payable for damages under this Coverage Form's Uninsured Motorists Coverage.
4. Any amount paid under this coverage to an "insured" will reduce any amount the "insured" may be entitled to recover for the same damages under this Coverage Form's Liability Coverage.
5. Any amount payable for medical and hospital expenses shall be reduced by the amount of the deductible you may elect. If you elect a deductible, it will be shown in the Schedule. The deductible applies only to you and/or any "family member".

#### **E. Changes In Conditions**

The **Conditions** are changed for **Personal Injury Protection** as follows:

##### **1. The following is added to Duties In The Event Of Accident, Claim, Suit Or Loss:**

- a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- b. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:
  - (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
  - (2) Such other information that will help us determine the amount due and payable.
- c. The "insured" or his or her legal representative shall give us authorization, each time we request it, to obtain medical reports, copies of records and information with respect to loss of income.
- d. We may require that the "insured", as a condition for receiving income continuation expenses, cooperate in furnishing us reasonable medical proof of his or her inability to work.

##### **2. The Other Insurance Condition in the Business Auto and Garage Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions Condition in the Truckers and Motor Carrier Coverage Forms are replaced by the following:**

The coverage provided in this endorsement is excess for:

- a. "Bodily injury" sustained by any "pedestrian", other than you or any "family member". This coverage is excess to the extent that amounts are paid or payable to or for such "pedestrian" under any collateral benefits, including but not limited to:
  - (1) Insurance benefits under another policy issued by us or another company;
  - (2) Governmental benefits (except Medicare benefits);
  - (3) Gratuitous benefits; or
  - (4) Oregon Personal Injury Protection benefits.

- b. "Bodily injury" sustained by you or any "family member" while "occupying" any "auto", other than the "covered auto", with respect to which Oregon Personal Injury Protection benefits are in effect.

3. The following Conditions are added:

**a. Reimbursement And Trust**

In the event of payment to any person of any benefits under this endorsement:

- (1) We shall be entitled to reimbursement or subrogation in accordance with the provisions of ORS 743.825, ORS 743.830 or Section 8 of Chapter 784 Laws 1975.
- (2) We are entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the "insured" against any person or organization legally responsible for the "accident", to the extent benefits were paid, less our share of expenses, costs and attorney's fees incurred by the "insured" in connection with such recovery.
- (3) The "insured" shall hold in trust for our benefit all his or her rights of recovery to the extent of benefits furnished.
- (4) The "insured" shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.
- (5) If we request in writing, the "insured" shall take, through any representative not in conflict of interest with him or her, designated by us, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the "insured", but only to the extent of benefits furnished by us. In the event of recovery we shall also be reimbursed out of such recovery, for the "insured's" share of expenses, costs and attorney's fees incurred by us in connection with the recovery.
- (6) The "insured" shall execute and deliver to us such instructions and papers as may be appropriate to secure the rights and obligations of the "insured" and us as established by this provision.

**b. Arbitration**

- (1) If we and an "insured" disagree whether the "insured" is entitled to recover Personal Injury Protection benefits, or do not agree as to the amount payable under this coverage, then if both parties agree at the time of the dispute the matter shall be arbitrated.

In the event of arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the choice of the third arbitrator within 30 days, either may request that selection be made by a judge of a court of record in the county and state in which such arbitration is pending. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Costs to the "insured" of the arbitration proceedings shall not exceed \$100, and all other costs of arbitration shall be borne by us. However, attorney's fees and fees paid to medical or other expert witnesses are not arbitration expenses, and are to be paid by the party incurring them.

- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**c. Coordination And Nonduplication**

Any automobile medical payments coverage afforded under this Coverage Part is excess over any medical expense benefits paid or payable under this endorsement or any other automobile insurance policy covering "bodily injury" to an "insured".

**F. Additional Definitions**

As used in this endorsement:

1. "Covered auto" means a "private passenger auto" to which the "bodily injury" liability coverage of the policy applies and for which a specific premium is charged.
2. "Family member" means a spouse and any other person related to you by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as you

3. "Occupying" means in or upon or entering into or alighting from.
4. "Pedestrian" means any person while not "occupying" a self-propelled vehicle other than a wheelchair or a similar low-powered motorized or mechanically propelled vehicle that is designed specifically for use by a physically disabled person who has a medical necessity for a wheelchair or other low-powered vehicle.
5. "Private passenger auto" means a four-wheel passenger or station wagon type "auto" not used as a public or livery conveyance and includes any other four-wheel "auto" of the utility, pick-up body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck.



## STATEMENT ELECTING LOWER LIMITS FOR UNINSURED MOTORISTS COVERAGE- OREGON

I, Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. (name of named insured), am a named insured on a motor vehicle liability insurance policy issued or to be issued by Eagle West Insurance Company (name of insurer).

I elect to have the policy contain lower limits for uninsured motorist coverage than for bodily injury liability coverage. I acknowledge that I was offered uninsured motorist coverage with the limits equal to those for bodily injury liability coverage.

### **Comparison of prices for coverage:**

\$ 75 is the price per insured vehicle for uninsured motorist coverage with limits equal to the named insured's bodily injury liability limits under the policy issued or to be issued by the insurer named above.

\$ is the price per insured vehicle for coverage with the lower limits for uninsured motorist coverage, which I, a named insured, have requested.

This statement will remain in force until a named insured rescinds it in writing or until the motor vehicle bodily injury liability limits are changed.

### **Signature and date:**

(PLEASE NOTE: a named insured must sign and date this statement at the time a named insured elects lower limits.)

\_\_\_\_\_  
Signature, Named Insured

\_\_\_\_\_  
Date of Signature

### **Summary of coverages:**

**Uninsured motorist coverage** insures you the insured, and others covered under the uninsured motorist coverage, for all amounts that you are legally entitled to recover as damages for bodily injury or death caused by accident and arising out of the ownership, maintenance, or use of an uninsured motor vehicle, subject to the terms of the policy.

**Underinsured motorist coverage** insures you the insured, and others covered under the underinsured motorist coverage, for your damages to the extent that your uninsured motorist coverage benefits are greater than the amount recovered from other motor vehicle liability insurance policies.

## **ADDITIONAL INSURED**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

### **SCHEDULE**

Name of Person or Organization:

SEE ADDITIONAL INTEREST SCHEDULE

Address of Person or Organization:

SEE ADDITIONAL INTEREST SCHEDULE

Who Is an Insured (under Section II – Liability Coverage, A.1) is amended to include as an “insured” the person or organization shown in the Schedule with respect to the operation, maintenance or use of a covered “auto” if:

- 1) you are obligated to add that person or organization, as an additional insured to this policy by:
  - a) an expressed provision of an “insured contract”, or written agreement; or
  - b) an expressed condition of a written permit issued to you by a governmental or public authority; and
- 2) The “bodily injury” or “property damage” is caused by an “accident” which takes place after:
  - a) you executed the “insured contract” or written agreement; or
  - b) the permit has been issued to you.

POLICY NUMBER: 27-FAA-2-070003618

COMMERCIAL AUTO  
CA 20 01 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – LESSOR**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
 GARAGE COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM  
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/01/2019	Countersigned By:          (Authorized Representative)
Named Insured: <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>	

**SCHEDULE**

Insurance Company
Policy Number
Effective Date
Expiration Date
Named Insured
Address
Additional Insured (Lessor)
Address
Designation or Description of "Leased Autos"

<b>Coverages</b>	<b>Limit Of Insurance</b>
Liability	\$ Each "Accident"
Personal Injury Protection (or equivalent no-fault coverage)	\$
Comprehensive MINUS:	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; \$ For Each Covered "Leased Auto"
Collision MINUS:	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; \$ For Each Covered "Leased Auto"
Specified Causes of Loss MINUS:	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; \$ For Each Covered "Leased Auto"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule.
2. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
  2. If you cancel the policy, we will mail notice to the lessor.
  3. Cancellation ends this agreement.
- D.** The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: 27-FAA-2-070003618

COMMERCIAL AUTO  
CA 99 28 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****STATED AMOUNT INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
 GARAGE COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM  
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/01/2019	Countersigned By:   (Authorized Representative)
Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.	

**SCHEDULE**

The insurance provided by this endorsement is reduced by the following deductible(s):			
Vehicle Number	Coverage	Limit Of Insurance	Premium
82 1HTWYAHT15J139159	Comprehensive	\$ 46,000 Less \$ 250 Deductible	\$ 69
82 1HTWYAHT15J139159	Collision	\$ 46,000 Less \$ 1,000 Deductible	\$ 69
		Total Premium	\$ 138

**Note**

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limit Of Insurance And Deductible Provision which follows.

Designation Or Description Of Covered "Autos"		
Vehicle Number	Model Year	Trade Name And Model
82	2005	INTL FB W/HOIST

(If no entry appears above, information to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B. For a covered "auto" described in the Schedule, the Physical Damage Coverage **Limit Of Insurance** is replaced by the following:

**Limit Of Insurance And Deductible**

1. The most we will pay for "loss" in any one "accident" is the least of the following amounts minus any applicable deductible shown in the Schedule:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
  - c. The amount shown in the Schedule.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**C. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations or Schedule. Any Comprehensive Coverage Deductible shown in the Declarations or Schedule does not apply to "loss" caused by fire or lightning.



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2011

**Make:**  
CHEV

**Model:**  
CAMERO

**VIN:**  
2G1FK1EJXB9123687

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 1 2011 CHEV CAMERO</b> <b>VIN: 2G1FK1EJXB9123687</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>		
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>		

00-018 (07/07)

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 1 2011 CHEV CAMERO</b> <b>VIN: 2G1FK1EJXB9123687</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>		
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>		

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>2G1FK1EJXB9123687</b>		<b>CHEV</b>	<b>2011</b>	<b>CAMERO</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the  
 Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
 2015

**Make:**  
 CHEV

**Model:**  
 CORVETTE

**VIN:**  
 1G1YG2D76F5122349

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 2 2015 CHEV CORVETTE VIN: 1G1YG2D76F5122349 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 2 2015 CHEV CORVETTE VIN: 1G1YG2D76F5122349 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1G1YG2D76F5122349		CHEV	2015	CORVETTE
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)





**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2014

**Make:**  
DODGE

**Model:**  
DURANGO

**VIN:**  
1C4RDJEG9EC267568

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 4 2014 DODGE DURANGO VIN: 1C4RDJEG9EC267568 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 4 2014 DODGE DURANGO VIN: 1C4RDJEG9EC267568 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1C4RDJEG9EC267568		DODGE	2014	DURANGO
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
 2010

**Make:**  
 FORD

**Model:**  
 EXPLORER

**VIN:**  
 1FMEU7F87AUA60850

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 5 2010 FORD EXPLORER VIN: 1FMEU7F87AUA60850 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 5 2010 FORD EXPLORER VIN: 1FMEU7F87AUA60850 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FMEU7F87AUA60850		FORD	2010	EXPLORER
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2014

**Make:**  
LINCOLN

**Model:**  
MKX

**VIN:**  
2LMDJ8JK2EBL11898

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 7 2014 LINCOLN MKX VIN: 2LMDJ8JK2EBL11898 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 7 2014 LINCOLN MKX VIN: 2LMDJ8JK2EBL11898 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		2LMDJ8JK2EBL11898		LINCOLN	2014	MKX
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2008

**Make:**  
CHEV

**Model:**  
SILVERADO

**VIN:**  
3GCEK13J28G228082

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 8 2008 CHEV SILVERADO</b> <b>VIN: 3GCEK13J28G228082</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 8 2008 CHEV SILVERADO</b> <b>VIN: 3GCEK13J28G228082</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>3GCEK13J28G228082</b>		<b>CHEV</b>	<b>2008</b>	<b>SILVERADO</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2011

**Make:**  
DODGE

**Model:**  
RAM

**VIN:**  
1D7RV1GT0BS705490

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 9 2011 DODGE RAM</b> <b>VIN: 1D7RV1GT0BS705490</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 9 2011 DODGE RAM</b> <b>VIN: 1D7RV1GT0BS705490</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.;</b> <b>Schudel Enterprises L.L.C.</b>		<b>1D7RV1GT0BS705490</b>		<b>DODGE</b>	<b>2011</b>	<b>RAM</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2011

**Make:**  
DODGE

**Model:**  
RAM 3500

**VIN:**  
3D73Y3CL4BG539593

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b>	
	NAIC Code # 12890	
Automobile Insurance Identification Card		
Named Insured:		
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		
Policy Number: 27-FAA-2-070003618		
Eff. Date: 03/01/2019		Exp. Date: 03/01/2020
Vehicle: 10 2011 DODGE RAM 3500		
VIN: 3D73Y3CL4BG539593		
Agency Name:		
Unified Insurance Group LLC		
Telephone Number: (541) 757-1315		
TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974		

	<b>Eagle West Insurance Company</b>	
	NAIC Code # 12890	
Automobile Insurance Identification Card		
Named Insured:		
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		
Policy Number: 27-FAA-2-070003618		
Eff. Date: 03/01/2019		Exp. Date: 03/01/2020
Vehicle: 10 2011 DODGE RAM 3500		
VIN: 3D73Y3CL4BG539593		
Agency Name:		
Unified Insurance Group LLC		
Telephone Number: (541) 757-1315		
TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974		

00-018 (07/07)

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		3D73Y3CL4BG539593		DODGE	2011	RAM 3500
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2012

**Make:**  
DODGE

**Model:**  
2500

**VIN:**  
3C6LD5AT9CG329228

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 12 2012 DODGE 2500 VIN: 3C6LD5AT9CG329228 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 12 2012 DODGE 2500 VIN: 3C6LD5AT9CG329228 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		3C6LD5AT9CG329228		DODGE	2012	2500
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2013

**Make:**  
DODGE

**Model:**  
RAM 1500

**VIN:**  
1C6RR7FT8DS570126

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 13 2013 DODGE RAM 1500 VIN: 1C6RR7FT8DS570126 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 13 2013 DODGE RAM 1500 VIN: 1C6RR7FT8DS570126 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1C6RR7FT8DS570126		DODGE	2013	RAM 1500
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)





**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2014

**Make:**  
DODGE

**Model:**  
RAM 2500 3/4T

**VIN:**  
3C6UR5FL9EG135705

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 14 2014 DODGE RAM 2500 3/4T VIN: 3C6UR5FL9EG135705 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 14 2014 DODGE RAM 2500 3/4T VIN: 3C6UR5FL9EG135705 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		3C6UR5FL9EG135705		DODGE	2014	RAM 2500 3/4T
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2016

**Make:**  
DODGE

**Model:**  
RAM 4X4

**VIN:**  
1C6RR7FGXGS277187

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**

✂-----

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 15 2016 DODGE RAM 4X4 VIN: 1C6RR7FGXGS277187 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 15 2016 DODGE RAM 4X4 VIN: 1C6RR7FGXGS277187 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**

✂-----

## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1C6RR7FGXGS277187		DODGE	2016	RAM 4X4
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2016

**Make:**  
DODGE

**Model:**  
RAM 4X4

**VIN:**  
1C6RR7FT1GS411694

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 16 2016 DODGE RAM 4X4 VIN: 1C6RR7FT1GS411694 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 16 2016 DODGE RAM 4X4 VIN: 1C6RR7FT1GS411694 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1C6RR7FT1GS411694		DODGE	2016	RAM 4X4
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2016

**Make:**  
DODGE

**Model:**  
RAM 2X4

**VIN:**  
3C6JRSDG8GG382157

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 17 2016 DODGE RAM 2X4 VIN: 3C6JRSDG8GG382157 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 17 2016 DODGE RAM 2X4 VIN: 3C6JRSDG8GG382157 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		3C6JRSDG8GG382157		DODGE	2016	RAM 2X4
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1982

**Make:**  
FORD

**Model:**  
STEP VAN

**VIN:**  
1FCJE30G1CHB21646

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 18 1982 FORD STEP VAN VIN: 1FCJE30G1CHB21646 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 18 1982 FORD STEP VAN VIN: 1FCJE30G1CHB21646 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FCJE30G1CHB21646		FORD	1982	STEP VAN
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2006

**Make:**  
FORD

**Model:**  
F250

**VIN:**  
1FTSW21P26EB86179

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 19 2006 FORD F250 VIN: 1FTSW21P26EB86179 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 19 2006 FORD F250 VIN: 1FTSW21P26EB86179 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FTSW21P26EB86179		FORD	2006	F250
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2010

**Make:**  
FORD

**Model:**  
F150

**VIN:**  
1FTEX1EW3AFA64116

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**

✂-----

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 21 2010 FORD F150 VIN: 1FTEX1EW3AFA64116 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 21 2010 FORD F150 VIN: 1FTEX1EW3AFA64116 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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✂-----

## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FTEX1EW3AFA64116		FORD	2010	F150
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2010

**Make:**  
FORD

**Model:**  
F150

**VIN:**  
1FTFW1EV7AFB20220

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**

✂-----

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 22 2010 FORD F150 VIN: 1FTFW1EV7AFB20220 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 22 2010 FORD F150 VIN: 1FTFW1EV7AFB20220 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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✂-----

## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FTFW1EV7AFB20220		FORD	2010	F150
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)





**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2011

**Make:**  
FORD

**Model:**  
F250

**VIN:**  
1FT7X2B65BEA47196

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 23 2011 FORD F250 VIN: 1FT7X2B65BEA47196 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 23 2011 FORD F250 VIN: 1FT7X2B65BEA47196 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

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NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FT7X2B65BEA47196		FORD	2011	F250
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2012

**Make:**  
FORD

**Model:**  
F150

**VIN:**  
1FTFW1ET2CFB86062

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 24 2012 FORD F150 VIN: 1FTFW1ET2CFB86062 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 24 2012 FORD F150 VIN: 1FTFW1ET2CFB86062 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FTFW1ET2CFB86062		FORD	2012	F150
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2015

**Make:**  
GMC

**Model:**  
SIERRA 2500

**VIN:**  
1GT12ZE83FF121256

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 25 2015 GMC SIERRA 2500 VIN: 1GT12ZE83FF121256 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 25 2015 GMC SIERRA 2500 VIN: 1GT12ZE83FF121256 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1GT12ZE83FF121256		GMC	2015	SIERRA 2500
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2005

**Make:**  
GMC

**Model:**  
SIERRA 2500

**VIN:**  
1GTHK29U95E134370

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 26 2005 GMC SIERRA 2500 VIN: 1GTHK29U95E134370 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 26 2005 GMC SIERRA 2500 VIN: 1GTHK29U95E134370 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1GTHK29U95E134370		GMC	2005	SIERRA 2500
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2016

**Make:**  
GMC

**Model:**  
SIERRA 1500

**VIN:**  
1GTU2NEC9GG136662

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 27 2016 GMC SIERRA 1500 VIN: 1GTU2NEC9GG136662 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 27 2016 GMC SIERRA 1500 VIN: 1GTU2NEC9GG136662 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1GTU2NEC9GG136662		GMC	2016	SIERRA 1500
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2014

**Make:**  
NEWMAR

**Model:**  
45' ESSEX MOTORHOME

**VIN:**  
4VZAU1E97EC077359

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 28 2014 NEWMAR 45' ESSEX MOTORHOME VIN: 4VZAU1E97EC077359 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 28 2014 NEWMAR 45' ESSEX MOTORHOME VIN: 4VZAU1E97EC077359 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		4VZAU1E97EC077359		NEWMAR	2014	45' ESSEX MOTORHOME
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the  
 Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
 2010

**Make:**  
 NEWELL

**Model:**  
 45' MOTORHOME

**VIN:**  
 1N9458X88A1011403

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 29 2010 NEWELL 45' MOTORHOME VIN: 1N9458X88A1011403 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 29 2010 NEWELL 45' MOTORHOME VIN: 1N9458X88A1011403 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1N9458X88A1011403		NEWELL	2010	45' MOTORHOME
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1995

**Make:**  
FORD

**Model:**  
1T FB TRUCK

**VIN:**  
1FDKF37F0SEA55133

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 30 1995 FORD 1T FB TRUCK VIN: 1FDKF37F0SEA55133 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 30 1995 FORD 1T FB TRUCK VIN: 1FDKF37F0SEA55133 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FDKF37F0SEA55133		FORD	1995	1T FB TRUCK
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)





**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1977

**Make:**  
FORD

**Model:**  
VAN

**VIN:**  
E37HHY92192

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 31 1977 FORD VAN</b> <b>VIN: E37HHY92192</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 31 1977 FORD VAN</b> <b>VIN: E37HHY92192</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>E37HHY92192</b>		<b>FORD</b>	<b>1977</b>	<b>VAN</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1998

**Make:**  
FREIGHTLINER

**Model:**  
17' STEP VAN

**VIN:**  
4UZA4FAD4WC964536

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 32 1998 FREIGHTLINER 17' STEP VAN VIN: 4UZA4FAD4WC964536 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 32 1998 FREIGHTLINER 17' STEP VAN VIN: 4UZA4FAD4WC964536 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		4UZA4FAD4WC964536		FREIGHTLINER	1998	17' STEP VAN
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2004

**Make:**  
FREIGHTLINER

**Model:**  
23' FB

**VIN:**  
1FVHBGAN74DN05617

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**

✂-----

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 33 2004 FREIGHTLINER 23' FB VIN: 1FVHBGAN74DN05617 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 33 2004 FREIGHTLINER 23' FB VIN: 1FVHBGAN74DN05617 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**

✂-----

## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FVHBGAN74DN05617		FREIGHTLINER	2004	23' FB
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1984

**Make:**  
INTL

**Model:**  
1954 LD

**VIN:**  
1HTLDMJN8EHA30607

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 34 1984 INTL 1954 LD VIN: 1HTLDMJN8EHA30607 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 34 1984 INTL 1954 LD VIN: 1HTLDMJN8EHA30607 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1HTLDMJN8EHA30607		INTL	1984	1954 LD
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1993

**Make:**  
INTL

**Model:**  
4900

**VIN:**  
1HTSDPPN6PH478316

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 35 1993 INTL 4900</b> <b>VIN: 1HTSDPPN6PH478316</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 35 1993 INTL 4900</b> <b>VIN: 1HTSDPPN6PH478316</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1HTSDPPN6PH478316</b>		<b>INTL</b>	<b>1993</b>	<b>4900</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1993

**Make:**  
INTL

**Model:**  
4900

**VIN:**  
1HTSHN2R5PH537360

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 36 1993 INTL 4900 VIN: 1HTSHN2R5PH537360 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 36 1993 INTL 4900 VIN: 1HTSHN2R5PH537360 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1HTSHN2R5PH537360		INTL	1993	4900
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1987

**Make:**  
INTL

**Model:**  
1754 LC

**VIN:**  
1HTLCHXL3HHA25657

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 37 1987 INTL 1754 LC VIN: 1HTLCHXL3HHA25657 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 37 1987 INTL 1754 LC VIN: 1HTLCHXL3HHA25657 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1HTLCHXL3HHA25657		INTL	1987	1754 LC
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1998

**Make:**  
INTL

**Model:**  
8100

**VIN:**  
1HTHCAHRZWH549926

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 38 1998 INTL 8100</b> <b>VIN: 1HTHCAHRZWH549926</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 38 1998 INTL 8100</b> <b>VIN: 1HTHCAHRZWH549926</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1HTHCAHRZWH549926</b>		<b>INTL</b>	<b>1998</b>	<b>8100</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)





**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2003

**Make:**  
INTL

**Model:**  
7600

**VIN:**  
1HTWYAHT83J070284

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**

✂-----

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 39 2003 INTL 7600</b> <b>VIN: 1HTWYAHT83J070284</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 39 2003 INTL 7600</b> <b>VIN: 1HTWYAHT83J070284</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**

✂-----

## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1HTWYAHT83J070284</b>		<b>INTL</b>	<b>2003</b>	<b>7600</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1995

**Make:**  
KENWORTH

**Model:**  
T800

**VIN:**  
1XKDD69X6SS672858

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 40 1995 KENWORTH T800 VIN: 1XKDD69X6SS672858 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 40 1995 KENWORTH T800 VIN: 1XKDD69X6SS672858 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1XKDD69X6SS672858		KENWORTH	1995	T800
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1997

**Make:**  
PETERBILT

**Model:**  
378

**VIN:**  
1XPFD9X0VD399470

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 41 1997 PETERBILT 378 VIN: 1XPFD9X0VD399470 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 41 1997 PETERBILT 378 VIN: 1XPFD9X0VD399470 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1XPFD9X0VD399470		PETERBILT	1997	378
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1994

**Make:**  
PERO

**Model:**  
18' TANDEM AXLE TRLR

**VIN:**  
4PTU61827RM005986

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 42 1994 PERO 18' TANDEM AXLE TRLR VIN: 4PTU61827RM005986 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 42 1994 PERO 18' TANDEM AXLE TRLR VIN: 4PTU61827RM005986 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		4PTU61827RM005986		PERO	1994	18' TANDEM AXLE TRLR
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1985

**Make:**  
ASSEMBLED

**Model:**  
FLAT 16' (Black)

**VIN:**  
OR33569

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 43 1985 ASSEMBLED FLAT 16' (Black) VIN: OR33569 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 43 1985 ASSEMBLED FLAT 16' (Black) VIN: OR33569 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		OR33569		ASSEMBLED	1985	FLAT 16' (Black)
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the  
 Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
 2002

**Make:**  
 ECONOLINE

**Model:**  
 24' DOVETAIL TRLR

**VIN:**  
 42EDPKE4921000894

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 44 2002 ECONOLINE 24' DOVETAIL TRLR VIN: 42EDPKE4921000894 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 44 2002 ECONOLINE 24' DOVETAIL TRLR VIN: 42EDPKE4921000894 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		42EDPKE4921000894		ECONOLINE	2002	24' DOVETAIL TRLR
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1994

**Make:**  
GREAT DANE

**Model:**  
48' REFR TRLR

**VIN:**  
1GRAA9622RW096504

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 45 1994 GREAT DANE 48' REFR TRLR</b> <b>VIN: 1GRAA9622RW096504</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 45 1994 GREAT DANE 48' REFR TRLR</b> <b>VIN: 1GRAA9622RW096504</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1GRAA9622RW096504</b>		<b>GREAT DANE</b>	<b>1994</b>	<b>48' REFR TRLR</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1978

**Make:**  
HYSTER

**Model:**  
LOW BOY TRLR

**VIN:**  
00021754

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 46 1978 HYSTER LOW BOY TRLR</b> <b>VIN: 00021754</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 46 1978 HYSTER LOW BOY TRLR</b> <b>VIN: 00021754</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		00021754		HYSTER	1978	LOW BOY TRLR
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)





**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2012

**Make:**  
LOGAN

**Model:**  
HORSE TRLR W/LIVING  
QTRS

**VIN:**  
IL9HW2424C472598

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 47 2012 LOGAN HORSE TRLR W/LIVING QTRS VIN: IL9HW2424C472598 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 47 2012 LOGAN HORSE TRLR W/LIVING QTRS VIN: IL9HW2424C472598 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		IL9HW2424C472598		LOGAN	2012	HORSE TRLR W/LIVING QTRS
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1986

**Make:**  
STRICK

**Model:**  
48' VAN TRLR

**VIN:**  
1S12E9489FE271174

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 48 1986 STRICK 48' VAN TRLR</b> <b>VIN: 1S12E9489FE271174</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 48 1986 STRICK 48' VAN TRLR</b> <b>VIN: 1S12E9489FE271174</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1S12E9489FE271174</b>		<b>STRICK</b>	<b>1986</b>	<b>48' VAN TRLR</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1985

**Make:**  
STRICK

**Model:**  
48' VAN TRLR

**VIN:**  
1S12E9483FD271127

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 49 1985 STRICK 48' VAN TRLR</b> <b>VIN: 1S12E9483FD271127</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 49 1985 STRICK 48' VAN TRLR</b> <b>VIN: 1S12E9483FD271127</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1S12E9483FD271127</b>		<b>STRICK</b>	<b>1985</b>	<b>48' VAN TRLR</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1975

**Make:**  
STRONG BOY

**Model:**  
BED TRLR

**VIN:**  
00000002584

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 50 1975 STRONG BOY BED TRLR VIN: 00000002584 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 50 1975 STRONG BOY BED TRLR VIN: 00000002584 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		00000002584		STRONG BOY	1975	BED TRLR
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the  
 Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
 1991

**Make:**  
 UTILITY

**Model:**  
 45' REFR TRLR

**VIN:**  
 1UYVS2452MU621001

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 51 1991 UTILITY 45' REFR TRLR VIN: 1UYVS2452MU621001 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 51 1991 UTILITY 45' REFR TRLR VIN: 1UYVS2452MU621001 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1UYVS2452MU621001		UTILITY	1991	45' REFR TRLR
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
**1997**

**Make:**  
**WALTON**

**Model:**  
**IMPLEMENT TRLR**

**VIN:**  
**1W9E52520U1063626**

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 52 1997 WALTON IMPLEMENT TRLR</b> <b>VIN: 1W9E52520U1063626</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 52 1997 WALTON IMPLEMENT TRLR</b> <b>VIN: 1W9E52520U1063626</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1W9E52520U1063626</b>		<b>WALTON</b>	<b>1997</b>	<b>IMPLEMENT TRLR</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2000

**Make:**  
CHEV

**Model:**  
3500

**VIN:**  
1GCGC34R6YR217334

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 54 2000 CHEV 3500</b> <b>VIN: 1GCGC34R6YR217334</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 54 2000 CHEV 3500</b> <b>VIN: 1GCGC34R6YR217334</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1GCGC34R6YR217334</b>		<b>CHEV</b>	<b>2000</b>	<b>3500</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2006

**Make:**  
CHEV

**Model:**  
1500

**VIN:**  
2GCEK19B961337533

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**

✂-----

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 55 2006 CHEV 1500 VIN: 2GCEK19B961337533 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 55 2006 CHEV 1500 VIN: 2GCEK19B961337533 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**

✂-----

## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>2GCEK19B961337533</b>		<b>CHEV</b>	<b>2006</b>	<b>1500</b>
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)





**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2012

**Make:**  
DODGE

**Model:**  
2500

**VIN:**  
3C6LD5AT7CG193066

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 56 2012 DODGE 2500 VIN: 3C6LD5AT7CG193066 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 56 2012 DODGE 2500 VIN: 3C6LD5AT7CG193066 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		3C6LD5AT7CG193066		DODGE	2012	2500
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2004

**Make:**  
CHEV

**Model:**  
SUBURBAN

**VIN:**  
1GNFK16T84J210008

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 58 2004 CHEV SUBURBAN VIN: 1GNFK16T84J210008 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 58 2004 CHEV SUBURBAN VIN: 1GNFK16T84J210008 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1GNFK16T84J210008		CHEV	2004	SUBURBAN
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1999

**Make:**  
CHEV

**Model:**  
SUBURBAN

**VIN:**  
3GNFK16R3XG200268

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 61 1999 CHEV SUBURBAN VIN: 3GNFK16R3XG200268 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 61 1999 CHEV SUBURBAN VIN: 3GNFK16R3XG200268 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		3GNFK16R3XG200268		CHEV	1999	SUBURBAN
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2000

**Make:**  
DODGE

**Model:**  
DURANGO

**VIN:**  
1B4HI28N4YF219056

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 62 2000 DODGE DURANGO</b> <b>VIN: 1B4HI28N4YF219056</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 62 2000 DODGE DURANGO</b> <b>VIN: 1B4HI28N4YF219056</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1B4HI28N4YF219056</b>		<b>DODGE</b>	<b>2000</b>	<b>DURANGO</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2010

**Make:**  
FORD

**Model:**  
F150

**VIN:**  
1FTEX1E80AKE71724

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**

✂-----

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 65 2010 FORD F150 VIN: 1FTEX1E80AKE71724 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 65 2010 FORD F150 VIN: 1FTEX1E80AKE71724 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FTEX1E80AKE71724		FORD	2010	F150
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2003

**Make:**  
FORD

**Model:**  
F250

**VIN:**  
1FTNX21LX3EB74798

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**

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		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 66 2003 FORD F250 VIN: 1FTNX21LX3EB74798 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 66 2003 FORD F250 VIN: 1FTNX21LX3EB74798 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FTNX21LX3EB74798		FORD	2003	F250
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2008

**Make:**  
FORD

**Model:**  
F150

**VIN:**  
1FTPW14V08KD34649

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 67 2008 FORD F150 VIN: 1FTPW14V08KD34649 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 67 2008 FORD F150 VIN: 1FTPW14V08KD34649 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FTPW14V08KD34649		FORD	2008	F150
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the  
 Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
**1999**

**Make:**  
**FORD**

**Model:**  
**EXCURSION**

**VIN:**  
**1FMPU18C6XLC34879**

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 68 1999 FORD EXCURSION VIN: 1FMPU18C6XLC34879 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 68 1999 FORD EXCURSION VIN: 1FMPU18C6XLC34879 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
<b>Holiday Tree Farms, Inc.;</b> <b>Schudel Enterprises L.L.C.</b>		<b>1FMPU18C6XLC34879</b>		<b>FORD</b>	<b>1999</b>	<b>EXCURSION</b>
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)





**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1990

**Make:**  
GMC

**Model:**  
4X4 3/4T PU

**VIN:**  
1GTFK24K6LE504412

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 69 1990 GMC 4X4 3/4T PU VIN: 1GTFK24K6LE504412 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 69 1990 GMC 4X4 3/4T PU VIN: 1GTFK24K6LE504412 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1GTFK24K6LE504412		GMC	1990	4X4 3/4T PU
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2005

**Make:**  
FORD

**Model:**  
F450

**VIN:**  
1FDXF46Y85EC54613

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 70 2005 FORD F450 VIN: 1FDXF46Y85EC54613 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 70 2005 FORD F450 VIN: 1FDXF46Y85EC54613 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FDXF46Y85EC54613		FORD	2005	F450
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1985

**Make:**  
INTL

**Model:**  
TRUCK

**VIN:**  
1HSLRUGN8FHA17001

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 72 1985 INTL TRUCK VIN: 1HSLRUGN8FHA17001 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 72 1985 INTL TRUCK VIN: 1HSLRUGN8FHA17001 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1HSLRUGN8FHA17001		INTL	1985	TRUCK
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1985

**Make:**  
INTL

**Model:**  
SEMI

**VIN:**  
2HSFBLR6FCA12173

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 73 1985 INTL SEMI</b> <b>VIN: 2HSFBLR6FCA12173</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 73 1985 INTL SEMI</b> <b>VIN: 2HSFBLR6FCA12173</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>2HSFBLR6FCA12173</b>		<b>INTL</b>	<b>1985</b>	<b>SEMI</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1997

**Make:**  
INTL

**Model:**  
2674

**VIN:**  
1HTGLAER2VH440428

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 74 1997 INTL 2674 VIN: 1HTGLAER2VH440428 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 74 1997 INTL 2674 VIN: 1HTGLAER2VH440428 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1HTGLAER2VH440428		INTL	1997	2674
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1994

**Make:**  
INTL

**Model:**  
9200 FB TRUCK

**VIN:**  
2HSFMAMRXRC010383

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 75 1994 INTL 9200 FB TRUCK</b> <b>VIN: 2HSFMAMRXRC010383</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 75 1994 INTL 9200 FB TRUCK</b> <b>VIN: 2HSFMAMRXRC010383</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>2HSFMAMRXRC010383</b>		<b>INTL</b>	<b>1994</b>	<b>9200 FB TRUCK</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the  
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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
**1980**

**Make:**  
**ASSEMBLED**

**Model:**  
**24' FB TILT BED**

**VIN:**  
**TRL93413**

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 76 1980 ASSEMBLED 24' FB TILT BED</b> <b>VIN: TRL93413</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 76 1980 ASSEMBLED 24' FB TILT BED</b> <b>VIN: TRL93413</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b> <b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>TRL93413</b>		<b>ASSEMBLED</b>	<b>1980</b>	<b>24' FB TILT BED</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1978

**Make:**  
ASSEMBLED

**Model:**  
UTILITY TRLR

**VIN:**  
00000006801

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 77 1978 ASSEMBLED UTILITY TRLR VIN: 00000006801 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 77 1978 ASSEMBLED UTILITY TRLR VIN: 00000006801 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		00000006801		ASSEMBLED	1978	UTILITY TRLR
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)





**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2015

**Make:**  
ASSEMBLED

**Model:**  
GK TRLR

**VIN:**  
OR92536

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 78 2015 ASSEMBLED GK TRLR VIN: OR92536 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 78 2015 ASSEMBLED GK TRLR VIN: OR92536 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		OR92536		ASSEMBLED	2015	GK TRLR
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1950

**Make:**  
HOME BUILT

**Model:**  
TILT BED ROCK TRLR

**VIN:**  
U-303567

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 79 1950 HOME BUILT TILT BED ROCK TRLR</b> <b>VIN: U-303567</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 79 1950 HOME BUILT TILT BED ROCK TRLR</b> <b>VIN: U-303567</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>U-303567</b>		<b>HOME BUILT</b>	<b>1950</b>	<b>TILT BED ROCK TRLR</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1994

**Make:**  
PJ

**Model:**  
TANDEM AXLE TRLR

**VIN:**  
4P5CF1826R1112203

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 80 1994 PJ TANDEM AXLE TRLR VIN: 4P5CF1826R1112203 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 80 1994 PJ TANDEM AXLE TRLR VIN: 4P5CF1826R1112203 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		4P5CF1826R1112203		PJ	1994	TANDEM AXLE TRLR
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the  
 Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
**1989**

**Make:**  
**TRAILEZE**

**Model:**  
**EQUIP TRLR**

**VIN:**  
**1DA72C78CKM009608**

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 81 1989 TRAILEZE EQUIP TRLR</b> <b>VIN: 1DA72C78CKM009608</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 81 1989 TRAILEZE EQUIP TRLR</b> <b>VIN: 1DA72C78CKM009608</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1DA72C78CKM009608</b>		<b>TRAILEZE</b>	<b>1989</b>	<b>EQUIP TRLR</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2005

**Make:**  
INTL

**Model:**  
FB W/HOIST

**VIN:**  
1HTWYAHT15J139159

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 82 2005 INTL FB W/HOIST VIN: 1HTWYAHT15J139159 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 82 2005 INTL FB W/HOIST VIN: 1HTWYAHT15J139159 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1HTWYAHT15J139159		INTL	2005	FB W/HOIST
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2017

**Make:**  
GMC

**Model:**  
Yukon

**VIN:**  
1GKS2CKJ2HR377807

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 83 2017 GMC Yukon VIN: 1GKS2CKJ2HR377807 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 83 2017 GMC Yukon VIN: 1GKS2CKJ2HR377807 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1GKS2CKJ2HR377807		GMC	2017	Yukon
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2017

**Make:**  
Honda

**Model:**  
Accord

**VIN:**  
1HGCR2F13HA113141

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 84 2017 Honda Accord</b> <b>VIN: 1HGCR2F13HA113141</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 84 2017 Honda Accord</b> <b>VIN: 1HGCR2F13HA113141</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1HGCR2F13HA113141</b>		<b>Honda</b>	<b>2017</b>	<b>Accord</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the  
 Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
 2017

**Make:**  
 Volkswagen

**Model:**  
 Jetta

**VIN:**  
 3VW4T7AJ8HM279809

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 85 2017 Volkswagen Jetta VIN: 3VW4T7AJ8HM279809 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 85 2017 Volkswagen Jetta VIN: 3VW4T7AJ8HM279809 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		3VW4T7AJ8HM279809		Volkswagen	2017	Jetta
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)





**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2017

**Make:**  
Ford

**Model:**  
F150

**VIN:**  
1FTFW1EG1HKE22167

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 86 2017 Ford F150 VIN: 1FTFW1EG1HKE22167 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 86 2017 Ford F150 VIN: 1FTFW1EG1HKE22167 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FTFW1EG1HKE22167		Ford	2017	F150
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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 Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
 2003

**Make:**  
 Chevrolet

**Model:**  
 Trail Blazer

**VIN:**  
 1GNDT13S332274417

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 87 2003 Chevrolet Trail Blazer VIN: 1GNDT13S332274417 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 87 2003 Chevrolet Trail Blazer VIN: 1GNDT13S332274417 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1GNDT13S332274417		Chevrolet	2003	Trail Blazer
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2018

**Make:**  
FORD

**Model:**  
F 150

**VIN:**  
1FTEW1EG6JFB86710

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 88 2018 FORD F 150 VIN: 1FTEW1EG6JFB86710 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 88 2018 FORD F 150 VIN: 1FTEW1EG6JFB86710 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FTEW1EG6JFB86710		FORD	2018	F 150
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2018

**Make:**  
JEEP

**Model:**  
GRAND CHEROKEE

**VIN:**  
1C4RJFJG8JC261282

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 89 2018 JEEP GRAND CHEROKEE VIN: 1C4RJFJG8JC261282 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 89 2018 JEEP GRAND CHEROKEE VIN: 1C4RJFJG8JC261282 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1C4RJFJG8JC261282		JEEP	2018	GRAND CHEROKEE
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2017

**Make:**  
TOYOTA

**Model:**  
HIGHLANDER

**VIN:**  
5TDDZRFH6HS47656

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<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 90 2017 TOYOTA HIGHLANDER VIN: 5TDDZRFH6HS47656 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 90 2017 TOYOTA HIGHLANDER VIN: 5TDDZRFH6HS47656 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		5TDDZRFH6HS47656		TOYOTA	2017	HIGHLANDER
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1999

**Make:**  
TRAIL MOBILE

**Model:**  
48' REFER

**VIN:**  
AA5170

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 91 1999 TRAIL MOBILE 48' REFER</b> <b>VIN: AA5170</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 91 1999 TRAIL MOBILE 48' REFER</b> <b>VIN: AA5170</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.;</b> <b>Schudel Enterprises L.L.C.</b>		<b>AA5170</b>		<b>TRAIL MOBILE</b>	<b>1999</b>	<b>48' REFER</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2008

**Make:**  
WABASH

**Model:**  
53' REFER TRAILER

**VIN:**  
AA91855

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 92 2008 WABASH 53' REFER TRAILER VIN: AA91855 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 92 2008 WABASH 53' REFER TRAILER VIN: AA91855 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		AA91855		WABASH	2008	53' REFER TRAILER
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1996

**Make:**  
Shorelander

**Model:**  
Boat Trailer

**VIN:**  
1MDE05V13TK807791

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**

✂-----

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 93 1996 Shorelander Boat Trailer</b> <b>VIN: 1MDE05V13TK807791</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 93 1996 Shorelander Boat Trailer</b> <b>VIN: 1MDE05V13TK807791</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**

✂-----

## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1MDE05V13TK807791</b>		<b>Shorelander</b>	<b>1996</b>	<b>Boat Trailer</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)





**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the  
 Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
 2003

**Make:**  
 Northriver

**Model:**  
 Tandem Axle Boat  
 Trailer

**VIN:**  
 1N9TV21253R078655

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 94 2003 Northriver Tandem Axle Boat Trailer VIN: 1N9TV21253R078655 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 94 2003 Northriver Tandem Axle Boat Trailer VIN: 1N9TV21253R078655 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1N9TV21253R078655		Northriver	2003	Tandem Axle Boat Trailer
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS		CITY	STATE	ZIP CODE	NAIC NUMBER	
2300 Garden Road		Monterey	CA	93940	12890	

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

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**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

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1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
1995

**Make:**  
Ford

**Model:**  
F700 Van

**VIN:**  
1FDMF72JOSVA22628

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 95 1995 Ford F700 Van VIN: 1FDMF72JOSVA22628 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 95 1995 Ford F700 Van VIN: 1FDMF72JOSVA22628 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

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## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1FDMF72JOSVA22628		Ford	1995	F700 Van
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2015

**Make:**  
Ford

**Model:**  
F150 Lariat

**VIN:**  
1FTEW1EG3FKE17920

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 96 2015 Ford F150 Lariat</b> <b>VIN: 1FTEW1EG3FKE17920</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> <b>NAIC Code # 12890</b> <b>Automobile Insurance Identification Card</b>	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019      Exp. Date: 03/01/2020</b> <b>Vehicle: 96 2015 Ford F150 Lariat</b> <b>VIN: 1FTEW1EG3FKE17920</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>			
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1FTEW1EG3FKE17920</b>		<b>Ford</b>	<b>2015</b>	<b>F150 Lariat</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the  
 Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel  
 Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
**2017**

**Make:**  
**FORD**

**Model:**  
**MUSTANG COUPE**

**VIN:**  
**1FA6P8TH0H5307114**

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 97 2017 FORD MUSTANG COUPE VIN: 1FA6P8TH0H5307114 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

	<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
	<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 97 2017 FORD MUSTANG COUPE VIN: 1FA6P8TH0H5307114 Agency Name: <b>Unified Insurance Group LLC</b> Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
<b>Holiday Tree Farms, Inc.;</b> <b>Schudel Enterprises L.L.C.</b>		<b>1FA6P8TH0H5307114</b>		<b>FORD</b>	<b>2017</b>	<b>MUSTANG COUPE</b>
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2018

**Make:**  
Nissan

**Model:**  
Frontier

**VIN:**  
1N6AD0EV5JN725558

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 98 2018 Nissan Frontier VIN: 1N6AD0EV5JN725558 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

		<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 98 2018 Nissan Frontier VIN: 1N6AD0EV5JN725558 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974			

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

NAMED INSURED		VEHICLE IDENTIFICATION NUMBER (VIN)		MAKE	YEAR	MODEL
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		1N6AD0EV5JN725558		Nissan	2018	Frontier
POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY NAME			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
INSURANCE COMPANY STREET ADDRESS	CITY	STATE	ZIP CODE	NAIC NUMBER		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2016

**Make:**  
MAZDA

**Model:**  
CX-5

**VIN:**  
JM3KE4DY7G0768304

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 99 2016 MAZDA CX-5 VIN: JM3KE4DY7G0768304 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C. Policy Number: 27-FAA-2-070003618 Eff. Date: 03/01/2019      Exp. Date: 03/01/2020 Vehicle: 99 2016 MAZDA CX-5 VIN: JM3KE4DY7G0768304 Agency Name: Unified Insurance Group LLC Telephone Number: (541) 757-1315 TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.		JM3KE4DY7G0768304		MAZDA	2016	CX-5
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
27-FAA-2-070003618	03/01/2019	03/01/2020	Eagle West Insurance Company			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
2300 Garden Road	Monterey	CA	93940	12890		

00-018 (07/07)



**Insurer: Eagle West Insurance Company**  
**NAIC Code # 12890**

**Identification Cards and a form for registering the vehicle listed below with the Department of Motor Vehicles is provided on this page.**

**Named Insured:**

**Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.**

**Agent:**

**Unified Insurance Group LLC**

A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation. In the event of an accident, report it to your agent/company as soon as possible. Do not make any statements regarding the accident except to local authorities or our company representative. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance company and policy number for each vehicle involved.

**Year:**  
2017

**Make:**  
Ford

**Model:**  
150

**VIN:**  
1FTEW1EG5HKD36971

**Cut the cards below and keep them in your wallet(s) or with your vehicle registration.**



<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 100 2017 Ford 150</b> <b>VIN: 1FTEW1EG5HKD36971</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

<b>Eagle West Insurance Company</b> NAIC Code # 12890 Automobile Insurance Identification Card	
<b>Named Insured:</b> <b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b> <b>Policy Number: 27-FAA-2-070003618</b> <b>Eff. Date: 03/01/2019</b> <b>Exp. Date: 03/01/2020</b> <b>Vehicle: 100 2017 Ford 150</b> <b>VIN: 1FTEW1EG5HKD36971</b> <b>Agency Name:</b> <b>Unified Insurance Group LLC</b> <b>Telephone Number: (541) 757-1315</b>	
<b>TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974</b>	

00-018 (07/07)

**The form below can be used when registering your vehicle with the Department of Motor Vehicles.**



## OREGON EVIDENCE OF LIABILITY INSURANCE

**This insurance complies with the Financial Responsibility Requirements of ORS 806**

<b>NAMED INSURED</b>		<b>VEHICLE IDENTIFICATION NUMBER (VIN)</b>		<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>
<b>Holiday Tree Farms, Inc.; Schudel Enterprises L.L.C.</b>		<b>1FTEW1EG5HKD36971</b>		<b>Ford</b>	<b>2017</b>	<b>150</b>
<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>INSURANCE COMPANY NAME</b>			
<b>27-FAA-2-070003618</b>	<b>03/01/2019</b>	<b>03/01/2020</b>	<b>Eagle West Insurance Company</b>			
<b>INSURANCE COMPANY STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>NAIC NUMBER</b>		
<b>2300 Garden Road</b>	<b>Monterey</b>	<b>CA</b>	<b>93940</b>	<b>12890</b>		

00-018 (07/07)



**FARM UMBRELLA DECLARATION PAGE**  
**Eagle West Insurance Company – NAIC Code 12890**  
**A CIG Company**

**POLICY NUMBER**

27-FUL-2-1999501

**ITEM 1. Named Insured and Address:****Agent:** Unified Insurance Group LLC - 27113

Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per  
 BE17A)  
 800 NW Cornell Ave  
 Corvallis, OR 97330

P.O. Box 550  
 Corvallis, OR 97339  
 (541) 757-1315

**ITEM 2.** Policy Period: From: 03/01/2019 To: 03/01/2020  
 12:01 A.M., standard time at the address of the Named Insured as stated herein.

**Declaration Type: Endorsement****Effective Date: 08/28/2019**

This is Declaration #7 and when attached to the applicable forms, it completes the policy.

**Transaction Reason:** Add Personal Auto to Underlying

The Named Insured is: Corporation

Business of the Named Insured is: All Other: Low Hazard

<b>ITEM 3.</b>	<b>Limit of Insurance</b>
Each Occurrence Limit of Bodily Injury and Property Damage:	\$10,000,000
Each Offense Limit of Personal Injury and Advertising Injury:	\$10,000,000
Aggregate Limit:	\$10,000,000
Minimum Deductible:	\$10,000
Endorsement Premium:	\$75
Terrorism Risk Insurance Act of 2002:	No charge
Total Policy Premium:	\$16,391
<b>ITEM 4.</b>	<b>Schedule of Underlying Insurance</b>
See Attached Schedule	

Authorized Representative: Andrew J. Dull

**SPECIAL NOTICE:**

In return for the payment of the premium and subject to all the terms of this policy,  
 we agree with you to provide the insurance as stated in this policy.

**INSURED COPY**



**FARM UMBRELLA LIABILITY POLICY DECLARATIONS****Eagle West Insurance Company****POLICY NUMBER**

27-FUL-2-1999501

**Policy Forms:**

Commercial Umbrella Policy Declaration	00-027 (12-08)
Consumer Privacy Information	08-122 (06-03)
Commercial Umbrella Liability Policy	00-012 (01-96)
Endorsement BE17a	BE17a (06/03)
Schedule of Locations	03-312 (09-99)
Asbestos Exclusion	03-075 (04-97)
Employee Retirement Income Security Act Exclusion	03-101 (04-97)
Lead Exclusion	03-176 (04-97)
Employment-Related Practices Exclusion	03-177 (04-97)
Pathogenic Organism Exclusion	03-346 (04-02)
Punitive Damages Exclusion	03-402 (10-03)
Exclusion-NBCR	03-423 (03-08)
Notice of Insurance Coverage of Acts of Terrorism	08-132 (08/11)
Cap on Losses from Certified Acts of Terrorism	CU2130 (01-08)
Exclusion-Punitive Damages Related Certified Acts of Terrorism	CU2136 (01-08)
Abuse or Molestation Exclusion	03-072 (04-97)
Assault and Battery Exclusion	03-316 (09-99)
Auto Liability Following Form	03-078 (05-02)
Cross Suits Exclusion	03-184 (04-97)
Employers Liability Exclusion	03-070 (02-05)
Limitation of Coverage to Designated Premises Or Project	03-097 (04-97)
Limited Liability Company Endorsement	03-313 OR (10-01)
Non-Owned and Hired Auto Liability	03-094 (05-02)
Total Pollution Exclusion Endorsement	03-482 (11-05)
Farm Endorsement	03-076
Amendatory Endorsement - Automobile Underlying Coverages	13-037 (06-97)
Intra-Family Liability Exclusion	03-077 (06-99)

**INSURED COPY**

**FARM UMBRELLA LIABILITY POLICY DECLARATIONS  
SCHEDULE OF UNDERLYING INSURANCE**

**Eagle West Insurance Company**

Policy Number: 27-FUL-2-1999501

Policy Period: From: 03/01/2019 To: 03/01/2020

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**Auto Liability**

---

<b>Carrier:</b>	<b>Limit of Liability</b>	
Eagle West Insurance Company	\$1,000,000	Combined Single Limit
<b>Policy Number:</b>		
27-FAA-2-070003618		
<b>Policy Period:</b>		
From: 03/01/2019 To: 03/01/2020		

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**Auto Liability**

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<b>Carrier:</b>	<b>Limit of Liability</b>	
Eagle West Insurance Company	\$1,000,000	Combined Single Limit
<b>Policy Number:</b>		
27-FAA-2-070003618		
<b>Policy Period:</b>		
From: 03/01/2019 To: 03/01/2020		

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**Farm Owners Liability**

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<b>Carrier:</b>	<b>Limit of Liability</b>	
Eagle West Insurance Company	\$1,000,000	Each Occurrence
<b>Policy Number:</b>	<b>\$2,000,000</b>	<b>General Aggregate Limit</b>
27-FUL-2-1999501		
<b>Policy Period:</b>		
From: 03/01/2019 To: 03/01/2020		

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**Auto Liability**

---

<b>Carrier:</b>	<b>Limit of Liability</b>	
Eagle West Insurance Company	\$1,000,000	Combined Single Limit
<b>Policy Number:</b>		
27-FAA-2-070003618		
<b>Policy Period:</b>		
From: 03/01/2019 To: 03/01/2020		

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**INSURED COPY**

**FARM UMBRELLA LIABILITY POLICY DECLARATIONS  
SCHEDULE OF UNDERLYING INSURANCE**

**Eagle West Insurance Company**

Policy Number: 27-FUL-2-1999501

Policy Period: From: 03/01/2019 To: 03/01/2020

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**Personal Auto Liability**

---

<b>Carrier:</b>	<b>Limit of Liability</b>	
Progressive	\$500,000	Each Occurrence
<b>Policy Number:</b>	\$500,000	General Aggregate Limit
932442768	\$500,000	Property Damage
<b>Policy Period:</b>		
From: 03/01/2019 To: 03/01/2020		

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**INSURED COPY**

POLICY NUMBER: 27-FUL-2-1999501

## **SCHEDULE OF LOCATIONS**

<u>Location Number</u>	<u>Location Address</u>
1	Per the Schedule of the Underlying Policy(ies)

All terms and conditions of this policy remain unchanged.

**ENDORSEMENT  
BE17A**

Attached to and forming part of Policy Number: 27-FUL-2-1999501

Issued to: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A)

Date of Endorsement: 08/28/2019

Named Insured Schedule:

Holiday Tree Farms, Inc.  
Schudel Enterprises, L.L.C.  
Steve Schudel & Julie Schudel  
David H. Schudel  
John D. Schudel  
Jeffrey D. Larcom & Ginger L. Larcom  
Dustin J. Fullen & Brittany Fullen  
Mike Eves & Brenda Hanson (PO Box 550 Corvallis, OR 97339)

All terms and conditions of this policy remain unchanged.

## **NOTICE OF PRIVACY POLICY**

### **CAPITAL INSURANCE GROUP FAMILY OF COMPANIES**

We value you as a customer and take your personal privacy seriously. We will inform you of our policies for collection, using, securing and sharing nonpublic personal information ("customer information") the first time we do business and every year that you are a Capital Insurance Group customer.

#### **OUR PRIVACY PRINCIPLES:**

- We do not sell customer information.
- We do not provide customer information to persons or organizations outside our Capital Insurance Group® family of companies for their own marketing purposes.
- We require any person or organization providing products or services to customers on our behalf to protect the confidentiality of Capital Insurance Group® customer information.
- We afford prospective and former customers the same protection as existing customers with respect to the use of personal information.

#### **INFORMATION WE MAY COLLECT**

We collect and use information we believe is necessary to administer our business, to advise you about our products and services, and to provide you with customer service. We may collect and maintain several types of customer information needed for these purposes. Types of information we may collect and how we gather it:

- from you on applications for our insurance products or on other forms, through telephone or in-person interviews, or from your local independent insurance agent placing your insurance with Capital Insurance Group® to which we will refer as your Capital Insurance Group® Agent, such as your address and telephone number;
- from your transaction with us, such as your payment history, underwriting and claim documents;
- from non-Capital Insurance Group® companies, such as your driving record and claim history; and
- from consumer reporting agencies, such as your credit history.

#### **HOW WE USE INFORMATION ABOUT YOU**

We use customer information to underwrite your policies, process your claims, ensure proper billing, service your accounts, and offer you other Capital Insurance Group® insurance or financial products that we believe may suit your needs.

#### **INFORMATION DISCLOSURE**

We share information about your transactions (such as payment of premium) and your experiences (such as an auto accident) with us, within our Capital Insurance Group® family of companies, and with your Capital Insurance Group® Agent, to better serve you and to assist in meeting your current product and service needs. We may disclose customer information about you to persons or organizations inside or outside our family of companies as permitted or required by law, including companies that perform marketing services for us or with whom we have joint marketing agreements. These agreements allow us to provide a broader selection of insurance and financial products to you.

We share customer information as necessary to handle your claim and to protect you against fraud and unauthorized transactions. For example, we might share customer information such as name, address, and coverage information with an auto body shop to speed up repairs on an auto damage claim.

### YOUR CHOICE TO SHARE INFORMATION

There are two types of information sharing – information sharing within Capital Insurance Group's family of companies and information sharing outside of Capital Insurance Group®. We do not sell customer information. We do not provide customer information to persons or organizations outside Capital Insurance Group® for their own marketing purposes. The choice in the Special Notice that follows applies only to sharing of information within the Capital Insurance Group® family of companies and with your Capital Insurance Group® Agent. For example, if you are an auto policyholder, our ability to share information among the Capital Insurance Group® companies allows us not to ask you again about your driving record when you apply for coverage on your boat or other related coverages.

#### **SPECIAL NOTICE REGARDING THE SHARING OF CERTAIN INFORMATION WITHIN THE CAPITAL INSURANCE GROUP® FAMILY OF COMPANIES:**

This notice applies only to the sharing of information within Capital Insurance Group® that does not involve your transactions or experiences with us.

**WHAT INFORMATION WE SHARE:** Unless you tell us not to, we may share information within Capital Insurance Group® that was obtained from your application, such as your occupation; or information obtained from a consumer report, such as your credit history. We may also verify information provided by you, such as your driving record; or information regarding your employment, such as your employment history.

**WHY WE SHARE:** We may share information about you within Capital Insurance Group® to enhance our service to you, to underwrite your policies, to measure your interest in our products and services, to improve existing products and develop new ones, and to monitor customer trends.

**WHOM WE SHARE WITH:** We may share information within the Capital Insurance Group® family of companies and with your Capital Insurance Group® Agent, including Capital Insurance Group® car and home insurers, such as California Capital Insurance Company and Eagle West Insurance Company.

If you prefer that we not share this information (including information of others on your policy) within Capital Insurance Group® write us at:

Capital Insurance Group  
Attn: Compliance Services  
2300 Garden Road  
Monterey, CA 93940

Your direction not to share this information does not limit Capital Insurance Group® from sharing certain information about you, such as your name, address, payment history, and your claim activity within our group of companies. This choice does not apply to our efforts to market products and services to you. You may receive information about Capital Insurance Group® insurance and financial products that we believe may suit your needs.

# **EAGLE WEST INSURANCE COMPANY**

## **Commercial Umbrella Liability Policy**



## **COMMERCIAL UMBRELLA LIABILITY POLICY**

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Named Insured and Address  
Policy Period  
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#### **READ YOUR POLICY CAREFULLY**

Always give the policy number when corresponding with us.

**LEGAL CONTRACT:** This is a legal contract between *you*, the insured, and *we*, the Company.

## COMMERCIAL UMBRELLA LIABILITY POLICY

**THIS IS A COMMERCIAL UMBRELLA LIABILITY POLICY INTENDED TO APPLY IN EXCESS OF UNDERLYING LIABILITY COVERAGES OR A MINIMUM DEDUCTIBLE.** Various provisions in this policy restrict coverage, require you to maintain underlying liability coverage, and may require you to pay a deductible.

Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and the spouse if a resident of the same household. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **ARTICLE II – WHO IS AN INSURED**. Other words and phrases that appear in quotation marks have special meaning. Refer to **ARTICLE IV – DEFINITIONS**.

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### ARTICLE I – COVERAGE

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#### Section 1 – INSURING AGREEMENT

- (a) **Coverage A.** Where "underlying insurance" applies, we will pay those sums, in excess of the sums payable under any "underlying insurance," that an insured becomes legally obligated to pay as "damages" because of
  - (1) "bodily injury" or "property damage" to which this insurance applies; or
  - (2) "personal injury" or "advertising injury" to which this insurance applies.
- (b) **Coverage B.** Where "underlying insurance" does not apply or has been used up by prior "occurrences" or offenses, we will pay those sums in excess of the Minimum Deductible that an insured becomes legally obligated to pay as "damages" because of:
  - (1) "bodily injury" or "property damage" to which this insurance applies; or
  - (2) "personal injury" or "advertising injury" to which this insurance applies.
- (c) This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" and "property damage" must be caused by an "occurrence." The "occurrence" must take place in the "coverage territory."
- (d) This insurance applies to "personal injury" only if caused by an offense committed in the "coverage territory" during the policy period and arising out of the conduct of your business, excluding advertising, publishing, broadcasting, or telecasting done by or for you.
- (e) This insurance applies to "advertising injury" only if caused by an offense committed in the "coverage territory" during the policy period and in the course of advertising your goods, products, or services.

#### Section 2 – MINIMUM DEDUCTIBLE

- (a) The Minimum Deductible stated in the Declarations shall apply to all "damages" arising out of each "occurrence" or offense.
- (b) The Minimum Deductible is the most you must pay for one "occurrence" or offense regardless of the number of:
  - (1) insureds;
  - (2) claims made or "suits" brought; or
  - (3) persons or organizations making claims or bringing suits.
- (c) You will promptly repay us for "damages" we pay within the Minimum Deductible.

**Section 3 – DEFENSE OF CLAIMS OR SUITS**

(a) **Right to Participate in Defense.** When we have no duty to defend, we may, but are not obligated to, participate in the defense of any claim or "suit" against an insured seeking "damages" payable under this insurance. If we participate in the defense when we have no duty to defend:

- (1) we may discontinue our participation at any time;
- (2) we may, but are not obligated to, make such investigation as we think appropriate; and
- (3) we will pay only those expenses we incur as provided for under **ARTICLE I, SECTION 5 – SUPPLEMENTARY PAYMENTS – COVERAGES A and B.**

(b) **Duty to Defend.** We will have the right and duty to defend any "suit" seeking "damages" to which this insurance applies when:

- (1) the applicable limit of "underlying insurance" has been used up by payment of judgments, settlements or any cost or expense subject to that limit; or
- (2) the "underlying insurance" does not apply.

(c) **Investigation, Settlement and Defense Expense Payments**

When we have the duty to defend:

- (1) we may investigate any claim or "suit" at our discretion;
- (2) we may settle any such claim or "suit" at our discretion;
- (3) we will pay for all expenses as provided for under **ARTICLE I, SECTION 5 – SUPPLEMENTARY PAYMENTS – COVERAGES A and B** once our duty to defend begins, but only until our duty to defend ends; and
- (4) if by mutual agreement or court order an insured assumes control of the defense before the applicable Amount of Insurance available is used up, we will reimburse that insured for reasonable expenses as provided for under **ARTICLE I, SECTION 5 – SUPPLEMENTARY PAYMENTS – COVERAGES A and B**, but only until our duty to defend ends.

(d) **End of Duty to Defend.** Our duty to defend ends when we have used up the Amount of Insurance available in the payment of "damages" as provided under **ARTICLE III – LIMITS OF INSURANCE.** This end of our duty applies both to claims and "suits" pending at that time and to those filed thereafter.

(e) **Transfer of Defense at End of Duty to Defend**

- (1) As soon as practicable after we become aware that an Amount of Insurance available is used up:
  - (A) we will notify you of any outstanding claims and "suits" subject to that Amount; and
  - (B) you will then arrange to assume defense of all such claims and "suits" against you and any other insured when our right and duty to defend then ends.
- (2) We will assist you in the transfer of control of the defense of claims and "suits" under (1) above. Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:
  - (A) to avoid a default in any claim or "suit;" or
  - (B) to the continued defense of a claim or "suit."
- (3) You agree that if we take such steps you will reimburse us for any "defense expenses" that arise out of such steps if the applicable Amount of Insurance available has been used up.
- (4) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **ARTICLE I, SECTION 5 – SUPPLEMENTARY PAYMENTS – COVERAGES A and B.**

**Section 4 – EXCLUSIONS**

This insurance does not apply to:

- (a) "Bodily injury" or "Property damage" arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile while away from premises owned by, rented to, or controlled by the Insured.
- (b) Any "occurrence" or offense to which "underlying insurance" does not apply by reason of exclusions in the "underlying policy."
- (c) Any obligation arising from any claim or "suit" that is settled without our consent.

- (d) Any obligation imposed under any:
- (1) first party personal injury, automobile no-fault, uninsured motorists, underinsured motorists, or any similar law; or
  - (2) workers' compensation, occupational disease, disability benefits, unemployment compensation, or any similar law.
- (e) Any obligation to pay expenses under any medical payments coverage;
- (f) Any obligation to reimburse an insurer as provided by the terms of the "Endorsement For Motor Carrier Policies of Insurance For Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980" or under the terms of any similar endorsement required by federal or state statute.
- (g) "Bodily injury" or "personal injury" to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers.
- (h) "Bodily injury" and "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (i)
  - (1) "Bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, release, escape or seepage of pollutants, whether or not such discharge, dispersal, release, escape or seepage is sudden, gradual, intentional, accidental, or otherwise; or
  - (2) Any loss, cost, or expense arising out of any order, direction, or request that you test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants.
  - (3) Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
  - (4) This exclusion does not apply to "bodily injury" or "property damage" caused by heat, smoke, or fumes from a hostile fire on premises you own, rent, or occupy. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- (j) "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- (1) assumed in a contract or agreement that is an "insured contract;" or
  - (2) that the insured would have in the absence of the contract or agreement.
- (k) "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
- (1) causing or contributing to the intoxication of any person;
  - (2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (3) any statute, ordinance, or regulation relating to sale, gift, distribution, or use of alcoholic beverages.
- This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.
- (l) "Property damage" to:
- (1) property you own, rent, or occupy;
  - (2) premises you sell, give away, or abandon if the "property damage" arises out of any part of those premises;
  - (3) property loaned to you;
  - (4) personal property in your care, custody, or control;
  - (5) that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damages" arises out of those operations; or
  - (6) that particular part of any property that must be restored, repaired, or replaced because "your work" was incorrectly performed on it.
  - (7) Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

- (8) Paragraphs (3), (4), (5), and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.
- (9) Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard.”
- (m) “Bodily injury” or “property damage” arising out of the ownership, maintenance, use, or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading.” This exclusion does not apply to:
  - (1) a watercraft while ashore on premises you own or rent;
  - (2) a watercraft you do not own that is:
    - (A) less than 26 feet long; and
    - (B) not being used to carry persons or property for a charge.;
  - (3) Liability assumed under any “insured contract” for the ownership, maintenance, or use of aircraft or watercraft.
- (n) “Property damage” to “your product” arising out of it or any part of it.
- (o) “Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard.”
- (p) “Property damage” to “impaired property” or property that has not been physically injured, arising out of:
  - (1) a defect, deficiency, inadequacy or dangerous condition in “your product” or “your work;” or
  - (2) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of the sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.

- (q) “Damages” claimed for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:
    - (1) “your product;”
    - (2) “your work;” or
    - (3) “impaired property;”
- If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.
- (r) The rendering of or failure to render any professional services;
  - (s) “Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, or revolution.
  - (t) “Personal injury” or “advertising injury:”
    - (1) arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
    - (2) arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
    - (3) arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or
    - (4) for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

- (u) “Advertising injury” arising out of:
  - (1) breach of contract, other than misappropriation of advertising ideas under an implied contract;
  - (2) the failure of goods, products, or services to conform with advertised quality or performance;
  - (3) the wrong description of the price of goods, products or services; or
  - (4) an offense committed by an insured whose business is advertising, broadcasting, publishing, or telecasting.

- (v) Nuclear energy liability as set forth in **ARTICLE VI – NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**.

### **Section 5 – SUPPLEMENTARY PAYMENTS – COVERAGES A and B**

We will pay, with respect to any claim or "suit" we defend:

- (1) Attorney fees and all other litigation expenses we incur;
- (2) The cost of bonds to appeal a judgment or award in any "suit" we defend;
- (3) The cost of bonds to release attachments, but only for bond amounts within the Amount of Insurance available;
- (4) Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work;
- (5) Costs taxed against the insured in the "suit;"
- (6) Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of **ARTICLE III – LIMITS OF INSURANCE**.

These payments will not reduce the Limits of Insurance.

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## **ARTICLE II – WHO IS AN INSURED**

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### **Section 1 – INSURED**

If you are designated in the Declarations as:

- (a) an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
- (b) a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business; or
- (c) an organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

### **Section 2 – OTHER INSURED**

Each of the following is also an insured:

- (a) Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:
  - (1) "bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment;
  - (2) "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services;
  - (3) "property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
- (b) Any person (other than your employee) or any organization while acting as your real estate manager.
- (c) Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) with respect to liability arising out of the maintenance or use of that property; and
  - (2) until your legal representative has been appointed.
- (d) Your legal representative if you die, but only with respect to duties as such. The representative will have all your rights and duties under this Policy.

**Section 3 – NEW ORGANIZATIONS AS INSUREDS**

Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

- (a) coverage under this provision is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) coverage does not apply to an "occurrence" taking place or an offense committed before you acquired or formed the organization.
- (c) No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

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**ARTICLE III – LIMITS OF INSURANCE**


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**Section 1 – LIMITS OF INSURANCE**

The limits of insurance shown in the Declarations and the rules below fix the most we will pay for "damages" regardless of the number of:

- (a) insureds;
- (b) claims made or "suits" brought;
- (c) persons or organizations making claims or bringing "suits."

**Section 2 – AGGREGATE LIMIT**

The Aggregate Limit of Insurance is the most we will pay for all "damages" for all occurrences and offenses.

**Section 3 – EACH OCCURRENCE LIMIT**

Subject to the other sections of this Article, the Each Occurrence Limit is the most we will pay for "damages" because of "bodily injury" and "property damage" arising out of any one "occurrence."

**Section 4 – EACH OFFENSE LIMIT**

Subject to the other sections of this Article, the Each Offense Limit is the most we will pay for "damages" because of "personal injury" and "advertising injury" arising out of any one offense.

**Section 5 – PAYMENTS REDUCE LIMITS**

Each payment we make for "damages" reduces by the amount of that payment the respective Limits of Insurance. This reduced limit will then be the Amount of Insurance available for further "damages."

**Section 6 – SEPARATE ANNUAL LIMITS**

The Limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

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**ARTICLE IV – DEFINITIONS**


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1. "Advertising Injury" means injury arising out of one or more of the following offenses:
  - (a) oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - (b) oral or written publication of material that violates a person's right of privacy;
  - (c) misappropriation of advertising ideas or style of doing business; or
  - (d) infringement of copyright, title or slogan, committed in the course of advertising your goods, products or services.
2. "Bodily Injury" means "bodily injury," sickness or disease sustained by a person, including death resulting from any of these at any time.



3. "Coverage Territory" means anywhere in the world if the insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada or in a settlement we agree to.
4. "Damages" means compensatory monetary damages including the interest on that amount of any judgment that accrues before and up to the entry of the judgment, and include compensatory monetary damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury."  
 "Damages" do not include:
  - (a) punitive or exemplary damages;
  - (c) fines, administrative assessments, penalties, or treble damages.
5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
  - (a) it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - (b) you have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
    - (1) the repair, replacement, adjustment or removal of "your product" or "your work," or
    - (2) your fulfilling the terms of the contract or agreement.
6. "Insured contract" means:
  - (a) a lease of premises;
  - (b) a sidetrack agreement;
  - (c) an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - (d) any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - (e) an indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
  - (f) an elevator maintenance agreement;
  - (g) that part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
  - (h) an "insured contract" does not include that part of any contract or agreement:
    - (1) that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
      - (A) preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
      - (B) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
    - (2) under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in (a) above, and supervisory, inspection or engineering services; or
    - (3) that indemnifies any person or organization for damage by fire to premises rented or loaned to you.
7. "Loading or unloading" means the handling of property:
  - (a) after it has moved from the place where it is accepted for movement into or onto an aircraft or watercraft;
  - (b) while it is in or on an aircraft or watercraft; or
  - (c) while it is being moved from an aircraft or watercraft or to the place where it is finally delivered;



- (d) "Loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft or watercraft.
8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same generally harmful conditions.
9. "Personal Injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
- (a) false arrest, detention, or imprisonment;
  - (b) malicious prosecution;
  - (c) wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
  - (d) oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
  - (e) oral or written publication of material that violates a person's right of privacy, arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.
10. (a) "Products-Completed Operations Hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- (1) products that are still in your physical possession; or
  - (2) work that has not yet been completed or abandoned.
- (b) "Your work" will be deemed completed at the earliest of the following times:
- (1) when all of the work called for in your contract has been completed;
  - (2) when all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
  - (3) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
  - (4) Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- (c) This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
  - (2) the existence of tools, uninstalled equipment, or abandoned or unused materials.
11. "Property Damage" means:
- (a) physical injury to tangible property, including all resulting loss of use of that property; or
  - (b) loss of use of tangible property that is not physically injured.
12. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such "damages" to which you must submit with our consent.
13. "Underlying Insurance" means the liability insurance coverage provided under policies shown in Schedule A for the limits and periods indicated in those policies. With respect to the policies in shown in Schedule A, the limits shall be conclusively deemed to be the minimum applicable policy limits. "Underlying Insurance" includes any policies issued to replace those policies during the term of this insurance, which replacements shall be deemed to provide:
- (a) at least the same policy limits;
  - (b) the same hazards insured against, except as modified by general program revisions or as agreed to by us in writing.
- In the event of bankruptcy or insolvency of any "underlying insurer," the insurance afforded by this policy shall not replace such "underlying insurance," but shall apply as if the "underlying insurance" were valid and collectible in full.
14. "Underlying Insurer" means any insurer who issues a policy of "underlying insurance."
15. "Underlying Policy" means a policy providing "underlying insurance."

**16. "Your product" means:**

- (a)** any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1)** you;
  - (2)** others trading under your name; or
  - (3)** a person or organization whose business or assets you have acquired; and
- (b)** containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- (c)** "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in **(a)** and **(b)** above.
- (d)** "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

**17. "Your work" means:**

- (a)** work or operations performed by you or on your behalf; and
- (b)** materials, parts, or equipment furnished in connection with such work or operations.
- (c)** "Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in **(a)** or **(b)** above.

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## **ARTICLE V – CONDITIONS**

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**Section 1 – APPEAL**

In the event the "underlying insurer" elects not to appeal a judgment in excess of the limits of the "underlying insurance," we may elect to appeal. If we so elect, we shall pay, in addition to the Limits of Insurance, our expenses related to the appeal.

**Section 2 – BANKRUPTCY**

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligation under this policy.

**Section 3 – CANCELLATION**

- (a)** The first Named Insured shown in the Declaration may cancel this policy by mailing or delivering to us advance written notice of cancellation:
- (b)** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, at least:
  - (1)** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
  - (2)** 30 days before the effective date of cancellation if we cancel for any other reason.
- (c)** We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (d)** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (e)** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.
- (f)** Cancellation will be effective even if we have not made or offered a refund.
- (g)** If notice is mailed, proof of mailing will be sufficient proof of notice.

**Section 4 – CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by contract endorsement issued by us and made a part of this policy.

**Section 5 – DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or offense which may result in a claim to which this insurance applies. Notice should include:
  - (1) how, when, and where the "occurrence" or offense took place;
  - (2) the names and addresses of any injured persons and witnesses; and
  - (3) the nature and location of any injury or damage arising out of such "occurrence" or offense.
- (b) If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."
- (c) You and any other involved insured must:
  - (1) immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit;"
  - (2) authorize us to obtain records and other information;
  - (3) cooperate with us in the investigation, settlement, or defense of the claim or "suit;" and
  - (4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or "damage" to which this insurance may also apply; and
  - (5) notify us immediately of any judgment or settlement of any claim or "suit" brought against any insured.
- (d) No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**Section 6 – EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

**Section 7 – INSPECTIONS AND SURVEYS**

We have the right but are not obligated to:

- (a) Make inspections and surveys at any time;
- (b) Give you reports on the conditions we find; and
- (c) Recommend changes.

**Section 8 – LEGAL ACTION AGAINST US**

No person or organization has a right under this contract:

- (a) to join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- (b) to sue us on this policy unless all of its terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement, or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**Section 9 – MAINTENANCE OF UNDERLYING INSURANCE**

- (a) You agree to maintain the "underlying insurance" in full force and effect during the term of this policy and to inform us within 30 days of any replacement of that "underlying insurance" by the same or another company.
- (b) you must notify us immediately:
  - (1) of any changes to the "underlying insurance;" or
  - (2) if any "underlying insurance" is cancelled or not renewed and you do not replace it.
  - (3) in either event, we may cancel or adjust our premium accordingly from the effective date of the change to the "underlying insurance."
- (c) reduction or exhaustion of the "aggregate limit" of any "underlying insurance" by payments for judgments, settlements or defense expense will not be a failure to maintain "underlying insurance" in full force and effect.

**Section 10 – OTHER INSURANCE**

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent, or any other basis, except other insurance written specifically to be excess over this insurance. "Underlying insurance" is not other insurance.

**Section 11 – PREMIUM AUDIT**

- (a) We will compute all premiums for this Policy in accordance with our rules and rates.
- (b) Premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the Named Insured.

If the Limits of Insurance are used up prior to the end of the Policy Period, the premium is fully earned.

- (c) The Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**Section 12 – REPRESENTATIONS**

By accepting this policy, you agree that:

- (a) the statements in the Declarations are accurate and complete;
- (b) those statements are based upon representations you made to us; and
- (c) we have issued this policy in reliance upon your representations.

**Section 13 – SEPARATION OF INSURED**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the Named Insured, this insurance applies:

- (a) as if each Named Insured were the only Named Insured; and
- (b) separately to each insured against whom claim is made or "suit" is brought.

**Section 14 – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If an insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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**ARTICLE VI – NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)**


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This insurance does not apply:

1. under any Liability Coverage to "bodily injury" or "property damage:"
  - (a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy, but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the "hazardous properties" of "nuclear material" and with respect to which:
    - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, any law amendatory thereof; or
    - (2) The "insured" is, or had this policy not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.
2. under any Medical Payments coverage, to expenses incurred with respect to "injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
3. under any Liability Coverage to "injury" resulting from the "hazardous properties" of "nuclear material," if:
  - (a) the "nuclear material"
    - (1) is at any "nuclear facility" owned by, or operated by, or on behalf of an "insured;" or
    - (2) has been discharged or dispersed therefrom;

- (b) the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or
  - (c) the "injury" arises out of the furnishings by an "insured" of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility;" but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- (4) As used in this exclusion:
- (a) "Hazardous properties" means "source material," "special nuclear material" or "by-product material."
  - (b) "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
  - (c) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."
  - (d) "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."
  - (e) "Nuclear facility" means:
    - (1) Any "nuclear reactor;"
    - (2) Any equipment or device designed or used for:
      - (A) separating the isotopes of uranium or plutonium;
      - (B) processing utilizing "spent fuel;" or
      - (C) handling, processing or packaging "waste;"
    - (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
    - (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
  - (f) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
  - (g) "Property damage" includes all forms of radioactive contamination of property.

## **ENDORSEMENT BE17A**

Attached to and forming part of Policy Number: 27-FUL-2-1999501

Issued to: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A)

Date of Endorsement: 08/28/2019

Named Insured Schedule:

Holiday Tree Farms, Inc.  
Schudel Enterprises, L.L.C.  
Steve Schudel & Julie Schudel  
David H. Schudel  
John D. Schudel  
Jeffrey D. Larcom & Ginger L. Larcom  
Dustin J. Fullen & Brittany Fullen  
Mike Eves & Brenda Hanson (PO Box 550 Corvallis, OR 97339)

All terms and conditions of this policy remain unchanged.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ASBESTOS HAZARD EXCLUSION**

This endorsement modifies insurance provided under this policy.

### **COMMERCIAL UMBRELLA LIABILITY COVERAGE**

It is agreed that such insurance as is afforded by the policy is subject to the following additional exclusions:

The company shall have no obligation under this policy:

To investigate, settle or defend any claim or suit against any insured alleging actual or threatened "bodily injury" or "property damage" of any nature or kind to persons or property, which arises out of or would not have occurred but for the asbestos hazard; or

To pay, contribute to or indemnify another for any damages, judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any such injury or damage, or in complying with an action authorized by law and relating to such injury or damage.

As used in this endorsement, "asbestos hazard" means:

An actual exposure or threat of exposure to the harmful properties of asbestos, or

The presence of asbestos in any place, whether or not within a building or structure,

When the asbestos constitutes or is contained in any product manufactured, sold, handled, or distributed by the named insured, or any work performed by or on behalf of the named insured. "Asbestos" means the mineral in any form, including but not limited to fibers or dust.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EMPLOYEE RETIREMENT INCOME SECURITY ACT EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY COVERAGE**

This policy does not apply to any Bodily Injury or Personal Injury arising out of the Employee Retirement Income Security Act of 1974, as now or hereafter amended.



POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA LIABILITY COVERAGE**

It is agreed that this policy does not apply to:

1. **"Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury"** arising out of, resulting from, or in any way caused or contributed to by the actual, alleged or threatened ingestion, inhalation, absorption of, exposure to or presence of lead in any form emanating from any source, or,
2. Any loss, cost or expense arising out of, resulting from or in any way related to any:
  - a. claim, suit, request, demand, directive or order by any person, entity, or governmental authority that any **"insured"** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of lead in any form, or to any
  - b. claim or suit by or on behalf of any person, entity, or governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

We shall not be obligated to investigate, defend, or indemnify any **"insured"** or any person or entity claiming any right under the policy, for the matters excluded in this endorsement.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provide under the following:

### **COMMERCIAL UMBRELLA LIABILITY COVERAGE**

The following exclusion is added to **Article I, Section 4. EXCLUSIONS** of the Commercial Umbrella Liability Coverage Form:

This insurance does not apply to:

1. "Bodily injury" or "personal injury" to:
  - (a) A person arising out of any:
    - (1) Refusal to employ that person;
    - (2) Termination of that person's employment; or
    - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
  - (b) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PATHOGENIC ORGANISMS EXCLUSION**

This endorsement modifies insurance provided under this policy:

**BUSINESSOWNERS POLICY  
COMPREHENSIVE GENERAL LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA POLICY**

The following exclusion is added to the "Exclusions" section of the policy:

This insurance does not apply to:

1. "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of any "pathogenic organisms" regardless of any other cause or event that contributed concurrently, or in any sequence to that injury or damage.

This exclusion does not apply to "bodily injury," which may result from the consumption of your product(s).

"Pathogenic organisms" means any bacteria, yeast, mildew, virus, fungi, mold, or their spores, mycotoxins, or other metabolic products.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PUNITIVE DAMAGES EXCLUSION**

This policy does not apply to punitive or exemplary damages incurred by any "insured." This policy also does not apply to defense costs related thereto.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – ACTS OF NUCLEAR, BIOLOGICAL,  
CHEMICAL OR RADIOACTIVE TERRORISM**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY COVERAGE  
FARM UMBRELLA LIABILITY COVERAGE**

**A.** The following exclusion is added:

**EXCLUSION OF AN "OTHER ACT OF TERRORISM"**

We will not pay for "any injury or damage" of any kind or nature arising directly or indirectly out of any "other act of terrorism." But this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, dispersal, discharge, release, application or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination: or
2. The terrorism is carried out by means of the use, dispersal, discharge, release, application or escape of pathogenic or poisonous biological, chemical or radioactive materials; or
3. Pathogenic or poisonous biological, chemical or radioactive materials are used, dispersed, discharged, released, applied or escaped and it appears that one purpose of the terrorism was to use, disperse, discharge, release, apply or cause the escape of such materials.

**B.** The following definitions are added with respect to the provisions of this endorsement:

1. "Any injury or damage" means any injury or damage covered under any Policy or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "injury" or "environmental damage" as may be defined in any applicable Policy or "underlying insurance."
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism". Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

**POLICYHOLDER DISCLOSURE****NOTICE OF INSURANCE COVERAGE FOR  
ACTS OF TERRORISM**

You are hereby notified that under the Terrorism Risk Insurance Act, you are entitled to insurance coverage for losses arising out of acts of terrorism, as defined in the Act, subject to all applicable policy provisions.

Limited coverage for acts of terrorism is already included in your current commercial and/or farm policy with CIG<sup>®</sup>. As of this date, the premium that is attributable to coverage for acts of terrorism is zero dollars (\$0.00).

You should know that the United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A  
CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B.** The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA LIABILITY COVERAGE**

This insurance does not apply to “bodily injury,” “property damage,” “advertising injury,” “personal injury” arising out of:

- (a)** The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of an insured, or
- (b)** The negligent:
  - (1)** Employment;
  - (2)** Investigation;
  - (3)** Supervision;
  - (4)** Reporting to the proper authorities, or failure to so report; or
  - (5)** Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **(a)** above.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ASSAULT AND BATTERY**

This endorsement modifies insurance provided under this policy:

### **COMMERCIAL UMBRELLA LIABILITY COVERAGE**

Notwithstanding anything in the policy to the contrary, it is understood and agreed that this policy excludes losses, claims, or “suits” arising out of:

- (1)** Assault and Battery, whether caused by, or at the instruction of, or at the direction of, or negligence of, any insured, or his or her employee, agent or representative; and
- (2)** Allegations that an insured’s negligent acts, errors, or omissions in connection with hiring, retention, supervision or control of employees, agents, or representatives caused, contributed to, related to, or accounted for the assault and battery.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTOMOBILE LIABILITY FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA LIABILITY COVERAGE**

In consideration of the premium charged, this policy is amended as follows:

- (1)** Exclusion **(a)** of **Section 4 – EXCLUSIONS** is hereby deleted.
- (2)** Except to the extent the Coverages, Terms, Conditions, Limitations and Exclusions are afforded to the Insured in the underlying Automobile Insurance Policy, as set forth in the Schedule of Underlying Insurance, this policy does not apply to Bodily Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile while on or away from premises owned by, rented to, or controlled by any insured.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CROSS SUITS EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA LIABILITY COVERAGE**

This policy does not apply to Bodily Injury, Personal Injury, Advertising Injury, or Property Damage sustained by an insured when such Bodily Injury, Personal Injury, Advertising Injury or Property Damage arises out of the activities or operations of any other insured.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYERS' LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA LIABILITY COVERAGE**

It is agreed that this policy does not apply to "bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:
  - (a)** Employment by the insured; or
  - (b)** Performing duties related to the conduct of the insured's business; or
- (2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITATION OF COVERAGE TO DESIGNATED PREMISES  
OR PROJECT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY COVERAGE**

**SCHEDULE \***

**PREMISES:**

**PROJECT:**

\* If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

This insurance applies only to "Bodily Injury," "Property Damage," "Personal Injury," "Advertising Injury" and medical expense arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises including covered operations emanating from the premises and performed elsewhere; or
2. The project shown in the Schedule.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED LIABILITY COMPANY ENDORSEMENT**

If the named insured, as designated in the Declarations, is shown as a Limited Liability Company (LLC), you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

No newly acquired or newly formed Limited Liability Company will automatically qualify as a named insured. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or Limited Liability Company that is not shown as a Named Insured in the Declarations of this policy.

All terms and conditions of this policy remain unchanged.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NON-OWNED AND HIRED AUTOMOBILE LIABILITY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA LIABILITY COVERAGE**

Except to the extent coverage is available to the Insured in the underlying policies as set forth in the Schedule of Underlying Insurance, this policy does not apply to Bodily Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile while away from premises owned by, rented to, or controlled by the Insured.



POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION – ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

The following exclusion is added to **Article 1 – Coverages, Section 4 – Exclusions**

**(w) Pollution**

- (1)** “Bodily Injury” or “property damage” which would not have occurred in whole or part but for the actual alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time; or
- (2)** “Pollution cost or expense”.

**Definitions:**

- (1)** “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (2)** “Pollution cost or expense” means any loss, cost, or expense arising out of any order, direction, or request that you test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FARM ENDORSEMENT**

It is agreed that the following additional provisions apply with respect to bodily injury, personal injury, advertising injury, or property damage arising out of the ownership, maintenance or use (including operations necessary or incidental thereto) of farm premises:

1. **FARM PREMISES.** "Farm premises" means insured premises which are operated for farming purposes. Farm premises also include buildings thereon used for residence purposes, garages and stables incidental thereto, and individual or family cemetery plots or burial vaults.
2. **WHO IS AN INSURED.** If the Named Insured is designated in the declarations as an individual, paragraph (a) of Article II, Section 1 – "Who is an Insured" provision is replaced by the following:

- (a) you and, if residents of your household, your spouse and the relatives of you and your spouse, and any other relative or person under the age of twenty-one in your care.

Furthermore, "Insured" means you and also:

A relative, except with respect to aircraft or watercraft. However, any use of a non-owned auto, other than a temporary substitute auto, by a relative must be with the reasonable belief that such use is with, and within the scope of, the permission of the owner.

Any person using an automobile or watercraft you own, hire or borrow and any person or firm liable for the use of such vehicle or craft. Any person using an aircraft you own. Actual use must be with the reasonable belief that such use is with, and within the scope of, your permission.

Any person using an automobile your relative owns, hires or borrows. Actual use must be with the reasonable belief that such use is with, and within the scope of, your relative's permission.

In connection with the above, the following definitions are added to the policy:

- (a) "Watercraft" means any boat, 50 feet or less in length which does not require a crew.
- (b) "Aircraft" means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

3. **ADDITIONAL EXCLUSIONS.** Except to the extent coverage is available to the INSURED in the underlying insurance as set forth in the Schedule of Underlying Insurance, this policy does not apply to the following:

- (a) Bodily Injury, Personal Injury, Advertising Injury, or Property Damage arising out of any non-farming commercial enterprises or business operations conducted by the Insured.
- (b) Bodily Injury, Personal Injury, Advertising Injury, or Property Damage arising from farming operations performed by the Insured for others under any contract or agreement.
- (c) Bodily Injury or Property Damage arising out of ownership, maintenance, operation or use, including loading or unloading of any recreational vehicle.
- (d) Bodily Injury or Property Damage arising out of the ownership, maintenance or use of:
  - (i) draft animals or vehicles used therewith while being used under contract to others for a charge or for route delivery; or
  - (ii) saddle animals while rented by or to any insured to others or while being used in practicing for or participating in any exhibition or contest;
- (e) Property Damage arising out of any substance released or discharged from any aircraft.

In connection with the above, the following definition is added to the policy:

- (a) "Recreational motor vehicle" means a snowmobile, trailbike, or motor scooter, or, if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDATORY ENDORSEMENT  
AUTOMOBILE UNDERLYING COVERAGES**

With regard to the underlying insurance specified in Item **4.** on this policy declarations, it is also agreed that at the inception of the current policy period the underlying insurance is:

- 1.** In force and will be maintained as collectible insurance for at least the minimum underlying limits as indicated; and
- 2.** Insures all automobiles owned, furnished, leased or hired by the insured.

POLICY NUMBER: 27-FUL-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **INTRA – FAMILY LIABILITY EXCLUSION**

It is agreed that this policy does not apply to "**Bodily Injury**" or "**Personal Injury**" to you or, if residents of your household, your spouse, and any other relative or person under the age of twenty-one in your care.



**FARM LIABILITY DECLARATION PAGE**  
**Eagle West Insurance Company – NAIC Code 12890**  
**A CIG Company**

### INSURED COPY

**Name and Address of Insured**

Holiday Tree Farms, Inc.; Schudel Enterprises,  
 L.L.C. (Per BE17A)  
 800 NW Cornell Ave  
 Corvallis, OR 97330

**Servicing Agency**

Unified Insurance Group LLC – 27113  
 P.O. Box 550  
 Corvallis, OR 97339  
 (541) 757-1315

**Policy #:** 27-FLP-2-1999501

**Declaration Type:** Policy Renewal

**Effective Date:** 03/01/2019

Policy Period: **From 03/01/2019 To 03/01/2020** 12:01 a.m. standard time.

This is Declaration #: 22 and when attached to the applicable forms, it completes the policy.

**Transaction Reason:** Extension

**Form of Business:** Individual; Corporation

**In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.**

Policy Renewal Summary	
Total Premium For All Locations	\$49,010.00
Terrorism Risk Insurance Act of 2002	No charge
<b>Total</b>	<b>\$49,010.00</b>

Preferred Farm Tier Credit applies

**This is not a Bill. Any premium due will be applied to the Account Bill.**

Authorized Representative: \_\_\_\_\_

**TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974**

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

Property Flat Deductible \$1,000 any one occurrence.

**Policy – Optional Coverages**Enhanced Pollutant Cleanup and Removal  
Farm-Pak - Plus CoveragePremium  
\$75  
\$250**Insured Locations:**

No.	Acres	Location
1	0	37436 Norton Creek Lane, Blodgett, OR 97326
2	0	30210 Beaver Creek Rd, Corvallis, OR 97330
3	0	4404 NW Snowbrush Dr, Corvallis, OR 97330
4	0	29080 Bellfountain Rd, Corvallis, OR 97330
5	0	Kings Valley Highway Kings Valley, OR 97361
6	0	30132 Beaver Creek Rd, Corvallis, OR 97330
7	0	742 SE Vista Dr, Newport, OR 97365
8	0	800 NW Cornell Corvallis, OR 97330
9	0	11414 Waldo Hills Dr, Salem, OR 97301
10	0	15497 Triumph Rd SE Sublimity, OR 97385
11	0	2896 SW Morris Corvallis, OR 97330
12	0	4440 Enterprise Rd, Dallas, OR 97338
13	0	7595 Red Prairie Rd, Sheridan, OR 97378
15	0	Eagle Crest Sec 2 Twp 7S Rge 4W Dallas, OR 97338
16	0	Farmer Sec 2 Twp 7S Rge 4W Dallas, OR 97338
17	0	3430 Bell Fountain Rd, Corvallis, OR 97330
19	0	2610 SW Morris Ave, Corvallis, OR 97330
20	7	1701 Chapel Dr, Philomath, OR 97370
21	0	80501 Ave 48, Space #92 (Indio CA) Corvallis, OR 97330
22	0	2754 SW Mulligan Place, Corvallis, OR 97333
23	0	80501 Ave 48, Space #171 (Indio CA) Corvallis, OR 97330
24	0	61703 Bridge Creek Bend, OR 97702
25	13	3672 Bellfountain Rd, Corvallis, OR 97333
26	1	4475 NW Honeysuckle Dr, Corvallis, OR 97330
27	391	29750 Saxton Rd Beaver Creek, OR 97004
28	141	S10 Twp 13S R6W (Beelart) Benton County, OR 97326
29	29	S22 T6S R6W (Billington PO150) Polk County, OR 97361
30	33	S4 T9S R6W (Bouffler) Polk County, OR 97361
31	66	S9 T9S R6W (Bouffler-Cherry) Polk County, OR 97361
32	44	S35 T7S R6W (Buchkoltz) Polk County, OR 97361
33	146	S20 T13S R5W (Burton) Benton County, OR 97330
34	255	S24 T8S R1W (Carter-Hendrix) Marion County, OR 97385
35	20	Beaver Creek Rd. (Decker) Benton County, OR 97330
36	295	S33 T15S R5W (Detering) Lane County, OR 97401
37	88	S7 T13S R5W (Dyer-Inavale) Benton County, OR 97330
38	181	S2 T7S R4W (Eagle Crest) Polk County, OR 97361
39	59	S2 T7S R4W (Farmer) Polk County, OR 97361
40	160	W of 223 Near Hoskins (Fat Head Lake) Benton County, OR 97330
41	13	S18 T25S R5W (Fullen/3672 Bell Benton County, OR 97330
42	100	Howell Prairie Rd (Gaelestown) Marion County, OR 97385
43	60	S26 T12S R6W (Glass) Benton County, OR 97330
44	126	S15 T6S R6W (Guttry PO141) Polk County, OR 97361
45	44	S15 T6S R6W (Guttry PO142) Polk County, OR 97361
46	127	S15 T6S R6W (Guttry PO143) Polk County, OR 97361
47	160	S12 T9S R5W (Jones) Polk County, OR 97361
48	286	S16 T10S R6W (Kings Valley) Benton County, OR 97330
49	193	S4 T10S R4W (Landauer) Polk County, OR 97361
50	151	S23 T12S R6W (Lighthart) Benton County, OR 97330
51	117	S9 T13S R6W (Neuman) Benton County, OR 97330
52	70	S27 T6S R6W (Nickerson) Polk County, OR 97361
53	43	S17 T13S R5W (Oehler Duck Pond Benton County, OR 97330
54	199	S12 T7S R4W (Orchard Heights) Polk County, OR 97361

00-030 (06-16)

Process date: 07/25/2022

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

55	102	Beavercreek Rd(Parmenter Place	Benton County, OR 97330
56	10	S4 T8S R1W (Rissel-Waldo Hills	Marion County, OR 97301
57	142	S22 T6S R6W (Rose/Trowbridge)	Polk County, OR 97361
58	263	S31 T6S R5W (Salt Creek PO151)	Polk County, OR 97361
59	218	S19 T16S R6W (Tree Wise)	Lane County, OR 97401
60	214	S4 T8S R1W (Waldo Hills-Home)	Marion County, OR 97385
61	50	S4 T8S R1W (Windmill Farm)	Marion County, OR 97385
62	136	S34 T14S R5W (Wiser)	Benton County, OR 97330
63	333	S19 T13S R6W (Worthington)	Benton County, OR 97330
64	186	S16 T10S R6W (WTD)	Benton County, OR 97330
65	10	S18 T12S R5W (3430 Bell Founta	Benton County, OR 97330
66	473	N44.38.57 W123.30.10(Holiday R	Benton County, OR 97330
67	43	S3 T7S R5W (Alvadore)	Lane County, OR 97401
68	90	S33 T4S R6W, S5 T5S R6W (Highland)	Yamhill County, OR 97378
69	85	TSCHANZ T5S R6W (Usher)	Yamhill County, OR 97378
70	12	S23 T5S R6W (Phillips)	Yamhill County, OR 97378
71	11	PL300 S15/22 T6S R6W (Anderson	Polk County, OR 97361
72	36	S15/22 T6S R6W (Trowbridge)	Polk County, OR 97361
73	3	S21 T6S R6W (Wertz)	Polk County, OR 97361
74	73	BUMP S4&9 T10S R6W (Bumps)	Polk County, OR 97361
75	71	S4 T10S R5W (Burch)	Benton County, OR 97330
76	395	S1,6,7,18 T13S R5,6W (Currier)	Benton County, OR 97330
77	56	S24 T7S R4W (Deardorff/Double)	Polk County, OR 97361
78	80	S3 T13S R6W (Drost)	Benton County, OR 97330
79	121	S11,14 T13S R6W (Dunn)	Benton County, OR 97330
80	0	S5 T10S R6W (EE Timber)	Benton County, OR 97330
81	2	S11 T7S R4W (Garner)	Polk County, OR 97361
82	52	S24 T8S R1W (Hunt Farm)	Marion County, OR 97385
83	62	Brateng Rd (Pawlowski)	Polk County, OR 97361
84	12	N44.26.93 W123.20.37 (Thompson	Benton County, OR 97330
85	94	S10&3 T6S R6W (McKenzie)	Polk/Yamhill County, OR 97361
86	384	S4&5 T5S R6W (OC Yocum)	Yamhill County, OR 97378
87	53	S29 T9S R1E (Fery)	Linn County, OR 97321
88	62	N44.53.82 W122.49.74(Mader)	Marion County, OR 97385
89	38	N45.02.69 W123.24.125 (Schmitz	Polk County, OR 97361
90	43	GPS N44.54.223 W122.48.541(Gilbert	Marion County, OR 97301
91	24	S25 T12S R6W (Checke)	Benton County, OR 97330
92	81	S32 T6S R3W (Wahle Vineyards)	Polk County, OR 97361
93	45	T Schanz T5S R6W (Wrigley)	Yamhill County, OR 97378
94	75	Red Prairie S10 T6S R6W(Sigrist G)	Yamhill County, OR 97378
95	80	Moritz Rd S9 T6S R6W(Sigrist P)	Yamhill County, OR 97378
96	17	Evans Farm Parcel 15-05-19-00-0040-1	Monroe, OR 97456
97	21	16660 Triumph Rd (Sherman)	Sublimity, OR 97385
98	9	Corner of Red Prairie & Blanchard	Sheridan, OR 97378
99	2	4306 Orchard Heights Rd (Croft)	Salem, OR 97301
100	35	4308 Orchard Heights (Waldensee)	Salem, OR 97304
101	80	9195 Red Prairie Rd (Lloyd)	Sheridan, OR 97378
102	46	9500 South Schneider Rd (Hitz)	Canby, OR 97013
103	30	10032 South Schneider Rd (Gonzo)	Canby, OR 97013
104	60	10691 South Heinze Rd (Clark)	Canby, OR 97013
105	30	24414 SW Airport Ave (McCraken)	Philomath, OR 97370
106	4	S11 T7S R4W (Snow K)	Polk County, OR 97361
107	4	S11 T7S R4W (Snow N)	Polk County, OR 97361
108	109	S11 T7S R4W (Hatchett)	Polk County, OR 97361
109	5	11003 Rooks Rd Pico Rivera CA (South	Benton County, OR 97330
110	33	23875 Old Peak Rd (Old Peak Tree)	Philomath, OR 97370
111	0	26161 Holiday Lane,	Corvallis, OR 97330
112	30	Henkle Way Sec. 20 T.125 R6W	Benton County, OR 97330

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

<b><u>Policy - Additional Interests:</u></b>			<b><u>Premium</u></b>
Additional Insured - Designated Person or Organization:	1003759	Giustina Resources, LLC, Giustina Tree Farms Limited Partnership, Giustina Woodlands Limited Partnership, Lost Creek Timber, Cadore Timber Co., P O Box 529, Eugene, OR 97440-0529	Included
Additional Insured - Designated Premises Only:	1003761	Rental Service Company, 3200 Harbor Lane, Suite 100, Plymouth, MN 55447	Included
Additional Insured - Designated Premises Only:	1003761	Prime Equipment Co, 16225 Park Ten Plac, Suite 200, Houston, TX 77084 Loan No: 135281	Included
Additional Insured - Designated Premises Only:	1003761	Hertz Equipment Rental, P O Box 26390, Oklahoma City, OK 73126-0390 Loan No: 1157402	Included
Additional Insured - Designated Premises Only:	1003761	Pitney Bowes, P O Box 5151, Shelton, CT 06484 Loan No: 4416856 & 0572065	Included
Additional Insured - Designated Premises Only:	1003761	United Rentals Inc & Its Subsidiaries, P O Box 4366, Modesto, CA 95352	Included
Additional Insured - Designated Premises Only:	1003761	Total Equipment Rental, 2828 East Spring Street, Long Beach, CA 90806	Included
Additional Insured - Designated Premises Only:	1003761	Rocking C. Ranch, LLC (Paul A. Zolezzi), 21755 Highway 138, Elkton, OR 97436	Included
Additional Insured - Vendors:	1003769	True Value Company; Insurance Compliance, P O Box 12010-TV, Hemet, CA 92546	Included



Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

Additional Insured - Vendors:	1003769	Do It Best Corporation. Attn: A/P - #7680, P O Box 848, Fort Wayne, IN 46801-0868	Included
Additional Insured - Vendors:	1003769	ACE Hardware Corporation, 2200 Kensington Court, Oak Brook, IL 60523-2100	Included
Additional Insured - Vendors:	1003769	Home Depot, USA, Inc. Its Affiliates & Subsidiaries; Supplier Insurance, P O Box 12010-HD, Hemet, CA 92546	Included
Additional Insured - Vendors:	1003769	Wal-Mart Stores Inc; Its Subsidiaries & Its Affiliates., 702 SW 8th St, Bentonville, AR 72716-9078	Included
Additional Insured - Vendors:	1003769	True Value Company, P O Box 100085, Duluth, GA 30096	Included
Additional Insured - Vendors:	1003769	Costco Wholesale, P O Box 34150, Seattle, WA 98124	Included
Loss Payee:	1003763	Raymond Carson, 4440 Enterprise Rd, Dallas, OR 97338	Included
Loss Payee:	1003763	AGCO Finance LLC, P O Box 3000, Johnston, IA 50131-0300	Included

**Location # 1:** 37436 Norton Creek Lane, Blodgett, OR 97326  
Dwelling Inflation Guard: 4.5%  
Other Farm Structure Inflation Guard: 4.5%

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Replacement Cost	Special	\$437,751	\$775
B – Other Private Structures		Special	\$43,775	Included
D – Loss Of Use		Special	\$87,550	Included

**Premium Surcharges/Credits**

	<b>Percent</b>	<b>Premium</b>
Protective Devices	-5%	-40
Deductible Credit	-22%	-170

**Optional Coverages/Mandatory Fees**

	<b>Limits</b>	<b>Premium</b>
Earthquake with 15% Deductible		\$366

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1** \$931

**Dwelling 1 Forms:**

FP0012 01-98      FP0431 01-98

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Bunkhouse	Replacement Cost	Special	\$35,125	\$135
Guesthouse (Log House)	Replacement Cost	Special	\$148,442	\$571
Storage	Replacement Cost	Special	\$19,326	\$49
Big Barn/Arena	Replacement Cost	Special	\$382,967	\$896
Show Barn, Stable #1	Replacement Cost	Special	\$70,268	\$164
Stable #2	Replacement Cost	Special	\$35,134	\$82
Covered Cattle Working Corral	Replacement Cost	Special	\$21,080	\$49
Hay Barn (Shop)	Replacement Cost	Special	\$70,270	\$164

**Location 1 Forms:**

FP0431 01-98      FP0014 01-98

**Location # 2:** 30210 Beaver Creek Rd, Corvallis, OR 97330

Dwelling Inflation Guard: 4.5%

Other Farm Structure Inflation Guard: 4.5%

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Replacement Cost	Special	\$462,622	\$737
B – Other Private Structures		Special	\$46,262	Included
C – Household Personal Property		Broad	\$10,450	\$27
D – Loss Of Use		Special	\$92,524	Included

**Premium Surcharges/Credits**

	<b>Percent</b>	<b>Premium</b>
Protective Devices	-5%	-39
Deductible Credit	-22%	-168

**Optional Coverages/Mandatory Fees**

	<b>Limits</b>	<b>Premium</b>
Earthquake with 15% Deductible		\$393

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.

Total Premium Dwelling #1 \$950

**Dwelling 1 Forms:**

FP0012 01-98 FP0431 01-98

**Coverage G – Other Farm Structures:**

Coverage:	Loss Settlement	Covered Cause of Loss	Limit of Insurance:	Premium
Shop	Replacement Cost	Special	\$43,916	\$111
Horse Barn	Replacement Cost	Special	\$52,700	\$124

**Location 2 Forms:**

FP0431 01-98 FP0014 01-98

**Location # 3:** 4404 NW Snowbrush Dr, Corvallis, OR 97330  
Dwelling Inflation Guard: 4.5%

**Dwelling # 1**

Coverage:	Loss Settlement	Covered Cause of Loss	Limit of Insurance:	Premium
A – Dwelling	Dwelling Replacement Cost	Special	\$531,905	\$856
B – Other Private Structures		Special	\$53,191	Included
C – Household Personal Property	Contents Replacement Cost	Broad	\$372,334	Included
D – Loss Of Use		Special	\$106,381	Included

**Premium Surcharges/Credits**

	Percent	Premium
Protective Devices	-20%	-171
Deductible Credit	-22%	-188

**Optional Coverages/Mandatory Fees**

	Limits	Premium
Extended Dwelling Replacement Cost Coverage (Up to 200% of the Coverage A Limit)		\$6
Contents Replacement Cost		\$60
Earthquake with 15% Deductible		\$686

An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.

Total Premium Dwelling #1 \$1,249

**Dwelling 1 Forms:**

03-093 07-11 03-093 07-11 FP0012 01-98 FP0431 01-98 FP0436 01-98

**Location # 4:** 29080 Bellfountain Rd, Corvallis, OR 97330  
Dwelling Inflation Guard: 4.5%  
Other Farm Structure Inflation Guard: 4.5%

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Replacement Cost	Special	\$209,000	\$370
B – Other Private Structures		Special	\$20,900	Included
D – Loss Of Use		Special	\$41,800	Included

**Premium Surcharges/Credits**

	<b>Percent</b>	<b>Premium</b>
Protective Devices	-5%	-18
Deductible Credit	-22%	-82

**Optional Coverages/Mandatory Fees**

	<b>Limits</b>	<b>Premium</b>
Earthquake with 15% Deductible		\$175

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1** \$445

**Dwelling 1 Forms:**

FP0012 01-98 FP0431 01-98

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Storage Building #1	Replacement Cost	Special	\$105,405	\$266
Storage Building #2	Replacement Cost	Special	\$163,020	\$412

**Location 4 Forms:**

FP0431 01-98 FP0014 01-98

**Location # 5:** Kings Valley Highway Kings Valley, OR 97361  
Other Farm Structure Inflation Guard: 4.5%

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Storage/Barn	Replacement Cost	Special	\$52,699	\$167

**Location 5 Forms:**

FP0431 01-98 FP0014 01-98

**Location # 6:** 30132 Beaver Creek Rd, Corvallis, OR 97330  
Other Farm Structure Inflation Guard: 4.5%

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Greenhouses - 9 Structures 30x120 @ \$32,200 each.	Actual Cash Value	Special	\$302,841	\$673
Cooler	Replacement Cost	Special	\$293,871	\$653
Office/Shop/Shed w/Cooler	Replacement Cost	Special	\$226,054	\$571
Greenhouse	Actual Cash Value	Special	\$169,541	\$377
Shop	Replacement Cost	Special	\$117,129	\$296
Injection Room	Replacement Cost	Special	\$4,462	\$10

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

**Location 6 Forms:**

FP0431 01-98 FP0450 01-98 FP0014 01-98

**Location 6 - Additional Interests:**

Loss Payee: FP0450 Williams Scotsman, Inc., 11811 Greenstone Ave, Santa Fe Springs, CA 90670

**Location # 7:** 742 SE Vista Dr, Newport, OR 97365

Dwelling Inflation Guard: 4.5%

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Dwelling Replacement Cost	Special	\$413,716	\$663
B – Other Private Structures		Special	\$41,372	Included
C – Household Personal Property	Contents Replacement Cost	Broad	\$289,601	Included
D – Loss Of Use		Special	\$82,743	Included

**Premium Surcharges/Credits**

	<b>Percent</b>	<b>Premium</b>
Roof Type: Metal	-10%	-66
Protective Devices	-20%	-133
Deductible Credit	-22%	-146

**Optional Coverages/Mandatory Fees**

	<b>Limits</b>	<b>Premium</b>
Extended Dwelling Replacement Cost Coverage (Up to 200% of the Coverage A Limit)		\$6
Contents Replacement Cost		\$60
Earthquake with 15% Deductible		\$745

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1** \$1,129

**Dwelling 1 Forms:**

03-093 07-11 03-093 07-11 FP0012 01-98 FP0431 01-98 FP0436 01-98

**Location # 8:** 800 NW Cornell Corvallis, OR 97330

Other Farm Structure Inflation Guard: 4.5%

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Office Building w/Apartments	Replacement Cost	Special	\$1,072,170	\$2,384

**Location 8 Forms:**

FP0431 01-98 FP0014 01-98

**Location # 9:** 11414 Waldo Hills Dr, Salem, OR 97301

Dwelling Inflation Guard: 4.5%

Other Farm Structure Inflation Guard: 4.5%

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Replacement Cost	Special	\$82,764	\$183
B – Other Private Structures		Special	\$8,276	Included
D – Loss Of Use		Special	\$16,553	Included

**Premium Surcharges/Credits**

	<b>Percent</b>	<b>Premium</b>
Protective Devices	-5%	-9
Deductible Credit	-22%	-40

**Optional Coverages/Mandatory Fees**

	<b>Limits</b>	<b>Premium</b>
Earthquake with 15% Deductible		\$69

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1** \$203

**Dwelling 1 Forms:**

FP0012 01-98 FP0431 01-98

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Office	Replacement Cost	Special	\$55,335	\$123
Storage Shed	Replacement Cost	Special	\$12,297	\$31
Shop w/Lean To	Replacement Cost	Special	\$156,172	\$395
Lunch Room	Actual Cash Value	Special	\$8,120	\$18
Dock Office	Actual Cash Value	Special	\$23,425	\$52

**Location 9 Forms:**

FP0431 01-98 FP0014 01-98

**Location # 10:** 15497 Triumph Rd SE Sublimity, OR 97385

Dwelling Inflation Guard: 4.5%

Other Farm Structure Inflation Guard: 4.5%

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Replacement Cost	Special	\$73,986	\$164
B – Other Private Structures		Special	\$7,399	Included
D – Loss Of Use		Special	\$14,797	Included

**Premium Surcharges/Credits**

	<b>Percent</b>	<b>Premium</b>
Protective Devices	-5%	-9
Deductible Credit	-22%	-36

**Optional Coverages/Mandatory Fees**

	<b>Limits</b>	<b>Premium</b>
Earthquake with 15% Deductible		\$29

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

Total Premium Dwelling #1 \$148

**Dwelling 1 Forms:**

FP0012 01-98 FP0431 01-98

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Barn	Functional Building Valuation	Special	\$81,209	\$251
Storage Shed	Replacement Cost	Special	\$26,348	\$67
Wreath Building	Replacement Cost	Special	\$54,662	\$122

**Location 10 Forms:**

FP0478 01-98 FP0431 01-98 FP0014 01-98

**Location # 11:** 2896 SW Morris Corvallis, OR 97330

Dwelling Inflation Guard: 4.5%

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Replacement Cost	Special	\$211,090	\$336
B – Other Private Structures		Special	\$21,109	Included
C – Household Personal Property		Broad	\$10,450	\$27
D – Loss Of Use		Special	\$42,218	Included

**Premium Surcharges/Credits**

	<b>Percent</b>	<b>Premium</b>
Deductible Credit	-22%	-80

**Optional Coverages/Mandatory Fees**

	<b>Limits</b>	<b>Premium</b>
Earthquake with 15% Deductible		\$183

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

Total Premium Dwelling #1 \$466

**Dwelling 1 Forms:**

FP0012 01-98 FP0431 01-98

**Location # 12:** 4440 Enterprise Rd, Dallas, OR 97338

Other Farm Structure Inflation Guard: 4.5%

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Machine Shed/Office	Replacement Cost	Special	\$234,260	\$740
Equipment Shed #1	Replacement Cost	Special	\$87,835	\$278
Storage Bin	Replacement Cost	Special	\$14,054	\$44
Equipment Shed #2	Replacement Cost	Special	\$8,782	\$28
Equipment Storage	Replacement Cost	Special	\$22,835	\$72
Shop	Replacement Cost	Special	\$124,938	\$395

**Location 12 Forms:**

FL0450 06-90 FP0431 01-98 FP0014 01-98

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

**Location 12 - Additional Interests:**

Additional Insured - FL0450 Raymond Carson, 4440 Enterprise Rd, Dallas, OR 97338  
 Designated Premises Only:

Additional Insured - FL0450 Northwest Farm Credit Services PCA, P O Box 13309, Salem, OR 97309  
 Designated Premises Only:

**Location # 13:** 7595 Red Prairie Rd, Sheridan, OR 97378  
 Other Farm Structure Inflation Guard: 4.5%

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Equipment Shed	Replacement Cost	Special	\$8,776	\$22

**Location 13 Forms:**

FP0431 01-98 FP0014 01-98

**Location # 15:** Eagle Crest Sec 2 Twp 7S Rge 4W Dallas, OR 97338  
 Other Farm Structure Inflation Guard: 4.5%

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Equipment Storage	Actual Cash Value	Special	\$44,011	\$112

**Location 15 Forms:**

FP0431 01-98 FP0014 01-98

**Location # 16:** Farmer Sec 2 Twp 7S Rge 4W Dallas, OR 97338  
 Other Farm Structure Inflation Guard: 4.5%

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Storage Bldg.	Actual Cash Value	Special	\$61,125	\$154

**Location 16 Forms:**

FP0431 01-98 FP0014 01-98

**Location # 17:** 3430 Bell Fountain Rd, Corvallis, OR 97330  
 Dwelling Inflation Guard: 4.5%  
 Other Farm Structure Inflation Guard: 4.5%

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Dwelling Replacement Cost	Special	\$1,097,903	\$1,773
B – Other Private Structures		Special	\$109,791	Included
C – Household Personal Property	Contents Replacement Cost	Broad	\$768,533	Included
D – Loss Of Use		Special	\$219,581	Included

**Premium Surcharges/Credits**

**Percent Premium**



Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

Roof Type: Metal	-10%	-177
Protective Devices	-20%	-355
Deductible Credit	-22%	-390

**Optional Coverages/Mandatory Fees****Limits Premium**

Extended Dwelling Replacement Cost Coverage (Up to 200% of the Coverage A Limit)	\$6
Contents Replacement Cost	\$60
Earthquake with 15% Deductible	\$1,416

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1 \$2,333**

**Dwelling 1 Forms:**

03-093 07-11 03-093 07-11 FP0012 01-98 FP0431 01-98 FP0436 01-98

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Shop w/Living Quarters	Replacement Cost	Special	\$393,293	\$994

**Location 17 Forms:**

FP0431 01-98 FP0014 01-98

**Location # 19:** 2610 SW Morris Ave, Corvallis, OR 97330  
Dwelling Inflation Guard: 4.5%

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Replacement Cost	Special	\$117,249	\$187
B – Other Private Structures		Special	\$11,725	Included
D – Loss Of Use		Special	\$23,450	Included

**Premium Surcharges/Credits****Percent Premium**

Protective Devices	-5%	-10
Deductible Credit	-22%	-41

**Optional Coverages/Mandatory Fees****Limits Premium**

Earthquake with 15% Deductible	\$98
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**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1 \$234**

**Dwelling 1 Forms:**

FP0012 01-98 FP0431 01-98

**Location # 20:** 1701 Chapel Dr, Philomath, OR 97370  
Other Farm Structure Inflation Guard: 4.5%

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Mobile Office (Leased)	Replacement Cost	Special	\$62,993	\$140

**Location 20 Forms:**

FL0450 06-90      FP0431 01-98      FP0450 01-98      FP0014 01-98

**Location 20 - Additional Interests:**

Additional Insured - FL0450 Pacific Mobile Structures Inc, P O Box 1404, Chehalis, WA 98532  
Designated Premises Only:

Loss Payee: FP0450 Pacific Mobile Structures, P O Box 1404, Chehalis, WA 98532

**Location # 21:** 80501 Ave 48, Space #92 (Indio CA) Corvallis, OR 97330

Dwelling Inflation Guard: 4.5%

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Replacement Cost	Special	\$55,176	\$135
B – Other Private Structures		Special	\$156,750	\$544
C – Household Personal Property	Contents Replacement Cost	Broad	\$38,623	Included
D – Loss Of Use		Special	\$11,035	Included

**Premium Surcharges/Credits**

	<b>Percent</b>	<b>Premium</b>
Roof Type: Metal	-10%	-14
Protective Devices	-20%	-27
Deductible Credit	-22%	-30

**Optional Coverages/Mandatory Fees**

	<b>Limits</b>	<b>Premium</b>
Contents Replacement Cost		\$14
Earthquake with 15% Deductible		\$169

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1** \$791

**Dwelling 1 Forms:**

FP0012 01-98      FP0431 01-98      FP0436 01-98

**Location # 22:** 2754 SW Mulligan Place, Corvallis, OR 97333

Dwelling Inflation Guard: 4.5%

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Dwelling Replacement Cost	Special	\$645,288	\$1,040
B – Other Private Structures		Special	\$64,529	Included
C – Household Personal Property	Contents Replacement Cost	Broad	\$451,701	Included
D – Loss Of Use		Special	\$129,058	Included

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

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Premium Surcharges/Credits	Percent	Premium
Roof Type: Metal	-10%	-104
Protective Devices	-20%	-208
Deductible Credit	-22%	-229

Optional Coverages/Mandatory Fees	Limits	Premium
Extended Dwelling Replacement Cost Coverage (Up to 200% of the Coverage A Limit)		\$6
Contents Replacement Cost		\$60
Earthquake with 15% Deductible		\$832

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1** \$1,397

Dwelling 1 Forms:

03-093 07-11      03-093 07-11      FP0012 01-98      FP0431 01-98      FP0436 01-98

**Location # 23:** 80501 Ave 48, Space #171 (Indio CA)      Corvallis, OR 97330

Dwelling Inflation Guard: 4.5%

**Dwelling # 1**

Coverage:	Loss Settlement	Covered Cause of Loss	Limit of Insurance:	Premium
A – Dwelling	Replacement Cost	Special	\$38,770	\$103
B – Other Private Structures		Special	\$130,625	\$456
C – Household Personal Property	Contents Replacement Cost	Broad	\$27,139	Included
D – Loss Of Use		Special	\$7,754	Included

Premium Surcharges/Credits	Percent	Premium
Roof Type: Metal	-10%	-11
Protective Devices	-20%	-20
Deductible Credit	-22%	-23

Optional Coverages/Mandatory Fees	Limits	Premium
Contents Replacement Cost		\$12
Earthquake with 15% Deductible		\$132

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1** \$649

Dwelling 1 Forms:

FP0012 01-98      FP0431 01-98      FP0436 01-98

**Location # 24:** 61703 Bridge Creek      Bend, OR 97702

Dwelling Inflation Guard: 4.5%

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

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**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Dwelling Replacement Cost	Special	\$418,000	\$670
B – Other Private Structures		Special	\$41,800	Included
C – Household Personal Property	Contents Replacement Cost	Broad	\$292,600	Included
D – Loss Of Use		Special	\$83,600	Included

**Premium Surcharges/Credits**

	<b>Percent</b>	<b>Premium</b>
Roof Type: Metal	-10%	-66
Protective Devices	-20%	-134
Deductible Credit	-22%	-148

**Optional Coverages/Mandatory Fees**

	<b>Limits</b>	<b>Premium</b>
Extended Dwelling Replacement Cost Coverage (Up to 200% of the Coverage A Limit)		\$6
Contents Replacement Cost		\$60
Earthquake with 15% Deductible		\$209

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1** \$597

**Dwelling 1 Forms:**

03-093 07-11      03-093 07-11      FP0012 01-98      FP0431 01-98      FP0436 01-98

**Location # 25:** 3672 Bellfountain Rd, Corvallis, OR 97333  
Dwelling Inflation Guard: 4.5%

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Dwelling Replacement Cost	Special	\$966,625	\$1,561
B – Other Private Structures		Special	\$96,663	Included
C – Household Personal Property	Contents Replacement Cost	Broad	\$676,638	Included
D – Loss Of Use		Special	\$193,325	Included

**Premium Surcharges/Credits**

	<b>Percent</b>	<b>Premium</b>
New Home Credit	-25%	-391
Roof Type: Metal	-10%	-156
Protective Devices	-20%	-312
Deductible Credit	-22%	-343

**Optional Coverages/Mandatory Fees**

	<b>Limits</b>	<b>Premium</b>
Extended Dwelling Replacement Cost Coverage (Up to 200% of the Coverage A Limit)		\$6
Contents Replacement Cost		\$60
Earthquake with 15% Deductible		\$1,247

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1** \$1,672

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

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**Dwelling 1 Forms:**

03-093 07-11 03-093 07-11 FP0012 01-98 FP0431 01-98 FP0436 01-98

**Location # 26:** 4475 NW Honeysuckle Dr, Corvallis, OR 97330

Dwelling Inflation Guard: 4.5%

**Dwelling # 1**

Coverage:	Loss Settlement	Covered Cause of Loss	Limit of Insurance:	Premium
A – Dwelling	Dwelling Replacement Cost	Special	\$836,000	\$1,349
B – Other Private Structures		Special	\$83,600	Included
C – Household Personal Property	Contents Replacement Cost	Broad	\$585,200	Included
D – Loss Of Use		Special	\$167,200	Included

**Premium Surcharges/Credits**

	Percent	Premium
New Home Credit	-2%	-27
Roof Type: Metal	-10%	-135
Protective Devices	-20%	-270
Deductible Credit	-22%	-297

**Optional Coverages/Mandatory Fees**

	Limits	Premium
Extended Dwelling Replacement Cost Coverage (Up to 200% of the Coverage A Limit)		\$6
Contents Replacement Cost		\$60
Earthquake with 15% Deductible		\$1,078

**An Earthquake Deductible of 15% applies only to Coverage A above. Coverage for Household Personal Property is applicable only upon meeting the Coverage A deductible requirements.**

**Total Premium Dwelling #1** \$1,764

**Dwelling 1 Forms:**

03-093 07-11 03-093 07-11 FP0012 01-98 FP0431 01-98 FP0436 01-98

**Location # 27:** 29750 Saxton Rd Beaver Creek, OR 97004**Location # 28:** S10 Twp 13S R6W (Beelart) Benton County, OR 97326**Location # 29:** S22 T6S R6W(Billington PO150) Polk County, OR 97361**Location # 30:** S4 T9S R6W (Bouffler) Polk County, OR 97361**Location # 31:** S9 T9S R6W(Bouffler-Cherry) Polk County, OR 97361**Location # 32:** S35 T7S R6W (Buchkoltz) Polk County, OR 97361**Location # 33:** S20 T13S R5W (Burton) Benton County, OR 97330

DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

Location # 34: S24 T8S R1W (Carter-Hendrix) Marion County, OR 97385

Location # 35: Beavercreek Rd. (Decker) Benton County, OR 97330

Location # 36: S33 T15S R5W (Detering) Lane County, OR 97401

Location # 37: S7 T13S R5W (Dyer-Inavale) Benton County, OR 97330

Location # 38: S2 T7S R4W (Eagle Crest) Polk County, OR 97361

Location # 39: S2 T7S R4W (Farmer) Polk County, OR 97361

Location # 40: W of 223 Near Hoskins (Fat Head Lake) Benton County, OR 97330

Location # 41: S18 T25S R5W (Fullen/3672 Bell) Benton County, OR 97330

Location # 42: Howell Prairie Rd (Gaelestown) Marion County, OR 97385

Location # 43: S26 T12S R6W (Glass) Benton County, OR 97330

Location # 44: S15 T6S R6W (Guttry PO141) Polk County, OR 97361

Location # 45: S15 T6S R6W (Guttry PO142) Polk County, OR 97361

Location # 46: S15 T6S R6W (Guttry PO143) Polk County, OR 97361

Location # 47: S12 T9S R5W (Jones) Polk County, OR 97361

Location # 48: S16 T10S R6W (Kings Valley) Benton County, OR 97330

Location # 49: S4 T10S R4W (Landauer) Polk County, OR 97361

Location # 50: S23 T12S R6W (Lighthart) Benton County, OR 97330

Location # 51: S9 T13S R6W (Neuman) Benton County, OR 97330

DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

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**Location # 52:** S27 T6S R6W (Nickerson) Polk County, OR 97361

**Location # 53:** S17 T13S R5W (Oehler Duck Pond Benton County, OR 97330

**Location # 54:** S12 T7S R4W (Orchard Heights) Polk County, OR 97361

**Location # 55:** Beaver Creek Rd (Parmenter Place Benton County, OR 97330

**Location # 56:** S4 T8S R1W (Rissel-Waldo Hills Marion County, OR 97301

**Location # 57:** S22 T6S R6W (Rose/Trowbridge) Polk County, OR 97361

**Location # 58:** S31 T6S R5W (Salt Creek PO151) Polk County, OR 97361

**Location # 59:** S19 T16S R6W (Tree Wise) Lane County, OR 97401

**Location # 60:** S4 T8S R1W (Waldo Hills-Home) Marion County, OR 97385

**Location # 61:** S4 T8S R1W (Windmill Farm) Marion County, OR 97385

**Location # 62:** S34 T14S R5W (Wiser) Benton County, OR 97330

**Location # 63:** S19 T13S R6W (Worthington) Benton County, OR 97330

**Location # 64:** S16 T10S R6W (WTD) Benton County, OR 97330

**Location # 65:** S18 T12S R5W (3430 Bell Founta Benton County, OR 97330

**Location # 66:** N44.38.57 W123.30.10 (Holiday R Benton County, OR 97330

**Location # 67:** S3 T7S R5W (Alvadore) Lane County, OR 97401

**Location # 68:** S33 T4S R6W, S5 T5S R6W (Highland) Yamhill County, OR 97378

**DECLARATION**

**Policy #: 27-FLP-2-1999501**

**Declaration Type: Policy Renewal**

**Effective Date: 03/01/2019**

**Location 68 Forms:**

FL0450 06-90

**Location 68 - Additional Interests:**

Additional Insured - FL0450 Highland Ridge LLC, 5957 SE 74th Ave, Portland, OR 97206  
Designated Premises  
Only:

**Location # 69:** TSCHANZ T5S R6W (Usher) Yamhill County, OR 97378

**Location 69 Forms:**

FL0450 06-90

**Location 69 - Additional Interests:**

Additional Insured - FL0450 Karl G Usher, 19116 NW Northshore Ct, Portland, OR 97229  
Designated Premises  
Only:

**Location # 70:** S23 T5S R6W (Phillips) Yamhill County, OR 97378

**Location # 71:** PL300 S15/22 T6S R6W (Anderson) Polk County, OR 97361

**Location # 72:** S15/22 T6S R6W (Trowbridge) Polk County, OR 97361

**Location # 73:** S21 T6S R6W (Wertz) Polk County, OR 97361

**Location # 74:** BUMP S4&9 T10S R6W (Bumps) Polk County, OR 97361

**Location 74 Forms:**

FL0450 06-90

**Location 74 - Additional Interests:**

Additional Insured - FL0450 Bumps Farm LLC, 39631 Kings Valley Hwy, Monmouth, OR 97361  
Designated Premises  
Only:

**Location # 75:** S4 T10S R5W (Burch) Benton County, OR 97330

**Location # 76:** S1,6,7,18 T13S R5,6W (Currier) Benton County, OR 97330

**Location # 77:** S24 T7S R4W (Deardorff/Double) Polk County, OR 97361

**Location 77 Forms:**

FL0450 06-90



Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

**Location 77 - Additional Interests:**

Additional Insured - FL0450 Gary Deardorff, Doubletree Land & Timber LLC, P O Box 1050, Molalla, OR  
 Designated Premises 97038  
 Only:

**Location # 78:** S3 T13S R6W (Drost) Benton County, OR 97330

**Location 78 Forms:**

FL0450 06-90

**Location 78 - Additional Interests:**

Additional Insured - FL0450 Drost3 LLC, c/o Michael E Drost Trustee, 1040 NW Overlook Dr, Corvallis, OR  
 Designated Premises 97330  
 Only:

**Location # 79:** S11,14 T13S R6W (Dunn) Benton County, OR 97330

**Location # 80:** S5 T10S R6W (EE Timber) Benton County, OR 97330

**Location # 81:** S11 T7S R4W (Garner) Polk County, OR 97361

**Location # 82:** S24 T8S R1W (Hunt Farm) Marion County, OR 97385

**Location 82 Forms:**

FL0450 06-90

**Location 82 - Additional Interests:**

Additional Insured - FL0450 Frank & Jan Hunt, P O Box 233, Sublimity, OR 97385  
 Designated Premises  
 Only:

**Location # 83:** Brateng Rd (Pawlowski) Polk County, OR 97361

**Location # 84:** N44.26.93 W123.20.37 (Thompson) Benton County, OR 97330

**Location # 85:** S10&3 T6S R6W (McKenzie) Polk/Yamhill County, OR 97361

**Location # 86:** S4&5 T5S R6W (OC Yocum) Yamhill County, OR 97378

**Location # 87:** S29 T9S R1E (Fery) Linn County, OR 97321

**Location # 88:** N44.53.82 W122.49.74(Mader) Marion County, OR 97385

**DECLARATION**

**Policy #:** 27-FLP-2-1999501

**Declaration Type:** Policy Renewal

**Effective Date:** 03/01/2019

**Location # 89:** N45.02.69 W123.24.125 (Schmitz Polk County, OR 97361

**Location # 90:** GPS N44.54.223 W122.48.541 (Gilbert Marion County, OR 97301

**Location # 91:** S25 T12S R6W (Checke Benton County, OR 97330

**Location # 92:** S32 T6S R3W (Wahle Vineyards) Polk County, OR 97361

**Location 92 Forms:**

FL0450 06-90

**Location 92 - Additional Interests:**

Additional Insured - FL0450 Karl G Usher, 19116 NW Northshore Ct, Portland, OR 97229  
Designated Premises  
Only:

Additional Insured - FL0450 Mark Wahl, Wahl Vineyards & Cellars, 9233 West McKenna Dr, Portland, OR 97229  
Designated Premises  
Only:

**Location # 93:** T Schanz T5S R6W (Wrigley) Yamhill County, OR 97378

**Location # 94:** Red Prairie S10 T6S R6W (Sigrist G) Yamhill County, OR 97378

**Location # 95:** Moritz Rd S9 T6S R6W (Sigrist P) Yamhill County, OR 97378

**Location # 96:** Evans Farm Parcel 15-05-19-00-0040-1 Monroe, OR 97456

**Location # 97:** 16660 Triumph Rd (Sherman) Sublimity, OR 97385

**Location 97 Forms:**

FL0450 06-90

**Location 97 - Additional Interests:**

Additional Insured - FL0450 Charles Sherman, 16001 Triumph Rd SE, Sublimity, OR 97385  
Designated Premises  
Only:

**Location # 98:** Corner of Red Prairie & Blanchard Sheridan, OR 97378

**Location # 99:** 4306 Orchard Heights Rd (Croft) Salem, OR 97301

**Location # 100:** 4308 Orchard Heights (Waldensee) Salem, OR 97304

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

**Location #** 9195 Red Prairie Rd (Lloyd) Sheridan, OR 97378  
**101:**

**Location #** 9500 South Schneider Rd (Hitz) Canby, OR 97013  
**102:**

**Location #** 10032 South Schneider Rd (Gonzo) Canby, OR 97013  
**103:**

**Location #** 10691 South Heinze Rd (Clark) Canby, OR 97013  
**104:**

**Location #** 24414 SW Airport Ave (McCraken) Philomath, OR 97370  
**105:**

**Location #** S11 T7S R4W (Snow K) Polk County, OR 97361  
**106:**

**Location #** S11 T7S R4W (Snow N) Polk County, OR 97361  
**107:**

**Location #** S11 T7S R4W (Hatchett) Polk County, OR 97361  
**108:**

**Location #** 11003 Rooks Rd Pico Rivera CA (South Benton County, OR 97330  
**109:**

**Location #** 23875 Old Peak Rd (Old Peak Tree) Philomath, OR 97370  
**110:**

**Location #** 26161 Holiday Lane, Corvallis, OR 97330  
**111:**

Dwelling Inflation Guard: 4.5%

Other Farm Structure Inflation Guard: 4.5%

**Dwelling # 1**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
A – Dwelling	Actual Cash Value	Special	\$33,022	\$82
B – Other Private Structures		Special	\$3,302	Included
D – Loss Of Use		Special	\$6,604	Included

**Premium Surcharges/Credits**

**Percent** **Premium**

Protective Devices  
 00-030 (06-16)

-5% -5  
 Process date: 07/25/2022

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

Deductible Credit	-22%	-18
<b>Total Premium Dwelling #1</b>		<b>\$59</b>

**Dwelling 1 Forms:**

FP0012 01-98      FP0431 01-98      FP1210 01-98

**Coverage G – Other Farm Structures:**

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Covered Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
Storage Barn/Shop w/Living Quarters	Replacement Cost	Special	\$91,346	\$231
Storage/Living Quarters/Kitchen	Replacement Cost	Special	\$91,346	\$231
Equipment Shed	Replacement Cost	Special	\$91,346	\$231

**Location 111 Forms:**

FP0431 01-98      FP0014 01-98

**Location #**      Henkle Way Sec. 20 T.125 R6W      Benton County, OR 97330  
**112:**

**Location 112 Forms:**

CG2011 11-85

**Location 112 - Additional Interests:**

Additional Insured -      CG2011      Starker Forest Inc., P O Box 809, Corvallis, OR 97339  
 Managers or Lessors  
 of Premises:

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

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Coverage E – Farm Personal Property:

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

<u>Coverage:</u>	<u>Loss Settlement</u>	<u>Cause of Loss</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
2016 Honda CRF250L MLHMD3817G5300438 (Jeff)	Actual Cash Value	Special	\$2,500	\$27
2012 Yamaha Dual Sport J4ADG19E4CA007867 (Steve)	Actual Cash Value	Special	\$2,500	\$27
2017 Suzuki 200 Dual Sport JS1NH43A5H2100325 (John)	Actual Cash Value	Special	\$2,500	\$27
2012 AGCO Challenger Model:MT645D Serial# C0645ACNGL1026	Actual Cash Value	Special	\$95,000	\$306
2012 AGCO Challenger Model MT685D Serial# C097070	Actual Cash Value	Special	\$119,000	\$383
2008 Yamaha 4-Wheeler (Holiday) M13Y18C002140	Actual Cash Value	Special	\$5,000	\$54
2009 Yamaha YZ 250 Dirt Bike (Dustin) JYACG23C09A014042	Actual Cash Value	Special	\$4,000	\$44
2 - 5665 Gravely riding Mowers	Actual Cash Value	Special	\$625	\$2
585 Case Forklift	Actual Cash Value	Special	\$12,000	\$38
2014 Cat Challenger Mdl MT765D #C0765JENCND1075 (FP0450)	Actual Cash Value	Special	\$300,000	\$965
1980 CAT D6D #5699	Actual Cash Value	Special	\$30,000	\$97
1980 Case 584 C Fork Lift	Actual Cash Value	Special	\$10,000	\$32
1989 Ford 7610 Tractor #135	Actual Cash Value	Special	\$15,000	\$48
2001 Ford New Holland Boomer Tractor #G509869	Actual Cash Value	Special	\$24,774	\$80
1983 John Deere 450 C Dozer #6356	Actual Cash Value	Special	\$10,000	\$32
John Deere 450 Dozer/Logging #9895	Actual Cash Value	Special	\$35,000	\$113
John Deere 450 Loader/Backhoe	Actual Cash Value	Special	\$20,000	\$65
2005 John Deere 5320 w/Loader (Steve)	Actual Cash Value	Special	\$20,000	\$65
1998 John Deere 7800 Tractor	Actual Cash Value	Special	\$55,000	\$177
2006 John Deere 7920 Row Crop Tractor #RW7920D045027 (FP0450)	Actual Cash Value	Special	\$90,000	\$290
2013 Kubota B2320HSDN (Leased/Pete) #65445	Actual Cash Value	Special	\$12,468	\$40
1993 Kubota L4350 w/LA950 Loader #10682	Actual Cash Value	Special	\$15,000	\$48
1993 Kubota Tractor #B1750	Actual Cash Value	Special	\$9,375	\$30
1960 Massey Ferguson 35 Tractor (Steve)	Actual Cash Value	Special	\$4,500	\$14
1991 MF 253 2WD Tractor #R402769	Actual Cash Value	Special	\$8,500	\$27
2000 MF 263 Tractor	Actual Cash Value	Special	\$20,000	\$65
2 - 2 Row Tree Planters	Actual Cash Value	Special	\$1,000	\$3
2 Row No Till Planter	Actual Cash Value	Special	\$2,500	\$8
2- 6` Grade Bucket	Actual Cash Value	Special	\$1,000	\$3
Int. Disc	Actual Cash Value	Special	\$3,500	\$11
7 Shank Cultivator	Actual Cash Value	Special	\$750	\$2
Stihl 036 Chain Saw #1125791-1001H	Actual Cash Value	Special	\$400	\$2
2 - PTO Tree Shakers	Actual Cash Value	Special	\$2,000	\$7
1000 Gal Water Tank	Actual Cash Value	Special	\$500	\$2
Stihl 036 Chain Saw #1121791-1001	Actual Cash Value	Special	\$400	\$2

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

Stihl MS361 Chain Saw #1135791-1000B	Actual Cash Value	Special	\$500	\$2
Stihl MS361 Chain Saw #1135791-1000B	Actual Cash Value	Special	\$500	\$2
Stihl 029 Chain Saw #1127-791-1000	Actual Cash Value	Special	\$250	\$1
Stihl Weedeater #7001-6F30	Actual Cash Value	Special	\$200	\$1
3 - 550 Gallon Fuel Stand/Tanks @ \$1,500 each	Actual Cash Value	Special	\$4,500	\$14
8 - Oil Stands/Tanks	Actual Cash Value	Special	\$4,000	\$13
300 - 8X8 Pallets (+100 small)	Actual Cash Value	Special	\$10,000	\$32
BDH Shearing Equipment	Actual Cash Value	Special	\$700	\$2
Outhouse w/Wash	Actual Cash Value	Special	\$1,500	\$5
Dejong PTO Double Shaker	Actual Cash Value	Special	\$2,500	\$8
2003 Kubota B7500 DTR Mdl. #33646	Actual Cash Value	Special	\$7,000	\$23
1984 Agric Rototiller 40"	Actual Cash Value	Special	\$350	\$2
1997 Agri Spot Sprayer	Actual Cash Value	Special	\$1,500	\$5
1986 Ag Tech Sprayer	Actual Cash Value	Special	\$2,000	\$7
2014 Assembled 12' Spray Trailer (unlicensed)	Actual Cash Value	Special	\$3,500	\$11
2014 Assembled 12-Spray Trailer (unlicensed)	Actual Cash Value	Special	\$3,500	\$11
Brillion Mdl LCS3 Disk #201453	Actual Cash Value	Special	\$25,000	\$80
Diesel Pump	Actual Cash Value	Special	\$500	\$2
2 - Evergreen Stump Grinders	Actual Cash Value	Special	\$20,000	\$65
2 - Farm Wagon w/Hydraulic Lift	Actual Cash Value	Special	\$3,500	\$11
1999 GK Mdl TR4 Tracker Sprayer #99-21056-07	Actual Cash Value	Special	\$125,000	\$402
Grainger Seed Air Compressor #L 1016/2005-0050	Actual Cash Value	Special	\$1,800	\$6
Home Build 3 Row Sprayer	Actual Cash Value	Special	\$2,000	\$7
Home Built Two Row No Fill Planter	Actual Cash Value	Special	\$12,000	\$38
1992 Howse 350 42" Mower	Actual Cash Value	Special	\$200	\$1
John Deere Chisel Plow	Actual Cash Value	Special	\$4,500	\$14
John Deere Grain Drill	Actual Cash Value	Special	\$7,000	\$23
John Deere MX10 Mower	Actual Cash Value	Special	\$10,000	\$32
1993 Kylo 1 Row No Fill Planter	Actual Cash Value	Special	\$7,500	\$24
Lincoln 255C Welder #Lin-K24161	Actual Cash Value	Special	\$1,500	\$5
Napa Air Compressor #82-378-UAT	Actual Cash Value	Special	\$2,000	\$7
1986 Nifty Fifty Sprayer	Actual Cash Value	Special	\$500	\$2
5 - Portable Toilet Units	Actual Cash Value	Special	\$2,000	\$7
1998 Rears 150 Gallon Sprayer	Actual Cash Value	Special	\$1,500	\$5
1985 Rears 3 Pt Sprayer 100 Gal	Actual Cash Value	Special	\$500	\$2
Rears Foam Mark System	Actual Cash Value	Special	\$250	\$1
Rears Pak Blast 50 Sprayer	Actual Cash Value	Special	\$2,500	\$8
2005 Thermo Ark Raider 10 Pro Welder w/Lincoln LN25 Converter #G0409271005Welder/U1050113153Converter	Actual Cash Value	Special	\$4,500	\$14
Three Point Blade	Actual Cash Value	Special	\$200	\$1
1975 MF40 Disc	Actual Cash Value	Special	\$2,500	\$8

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

120 - 6X8 Yard Pallets	Actual Cash Value	Special	\$2,000	\$7
Caroni Flail Mower	Actual Cash Value	Special	\$2,500	\$8
81 - Cases Bailing Twine	Actual Cash Value	Special	\$5,000	\$16
37 - Cases Twist Ties (Small, 25,000 each)	Actual Cash Value	Special	\$3,200	\$11
1990 Dejong Hydraulic Elevator w/Motor	Actual Cash Value	Special	\$1,500	\$5
Dejong Tree Baler	Actual Cash Value	Special	\$13,000	\$42
Evergreen Baler, Hydraulic	Actual Cash Value	Special	\$5,000	\$16
6 - 2014 Evergreen Balers	Actual Cash Value	Special	\$180,000	\$579
4 - Fuel Tank w/Hoses, Stands & 3 Pumps	Actual Cash Value	Special	\$3,000	\$10
2800 - Helicopter/Rope Slings	Actual Cash Value	Special	\$28,000	\$90
15 - Helo Truck Bins	Actual Cash Value	Special	\$52,500	\$169
2 - Howey Big Tree Baler	Actual Cash Value	Special	\$4,000	\$13
5 - Howey Chain Pull Baler	Actual Cash Value	Special	\$13,000	\$42
11 - Howey Elevators-Chain w/Motors	Actual Cash Value	Special	\$20,000	\$65
Hyd Belt Elevator (up & down)	Actual Cash Value	Special	\$1,000	\$3
Kylo Loading Ramp	Actual Cash Value	Special	\$1,500	\$5
2003 Land Pride 7' Mower	Actual Cash Value	Special	\$2,000	\$7
30 - Pallets Cardboard	Actual Cash Value	Special	\$6,500	\$21
Shop Built One Row Tree Planter (Jim Puffer)	Actual Cash Value	Special	\$7,500	\$24
12 - Shop Built Shakers	Actual Cash Value	Special	\$2,000	\$7
10 - Solo Back Packs	Actual Cash Value	Special	\$500	\$2
3 - Stihl F556 Weedeaters	Actual Cash Value	Special	\$900	\$3
3 - Stihl MS361 Chain Saws	Actual Cash Value	Special	\$1,200	\$4
2 - Woods 4' Mowers	Actual Cash Value	Special	\$3,600	\$11
Computer Equipment at Corvallis Office 800 NW Cornell. (\$15,850 Hardware and \$40,000 Media)	Replacement Cost	Special	\$55,850	\$262
Computer Equipment per Location (Includes Equipment, Media & Data)	Replacement Cost	Special	\$10,000	\$47
Shop Contents at Burton Place 26250 Holiday Lane	Actual Cash Value	Special	\$50,000	\$234
Shop Contents at Nursery 30132 Beaver Creek Rd	Actual Cash Value	Special	\$4,000	\$19
Shop Contents at John's	Actual Cash Value	Special	\$4,000	\$19
Shop Contents at Barry's 11414 Waldo Hills Dr.	Actual Cash Value	Special	\$35,000	\$164
Shop Contents at Red Prairie 4440 Enterprise Rd.	Actual Cash Value	Special	\$75,000	\$351
Business Personal Property at Storage Building #2 29080 Bellfountain Rd.	Actual Cash Value	Special	\$10,000	\$47
Animal Collision 100 Head	Actual Cash Value	Collision	\$1,000	\$45
Transit	Not Applicable	Special	\$100,000	\$1,277
Office Contents in Office Bldg at 800 NW Cornell, Corvallis OR	Replacement Cost	Special	\$65,000	\$305
Household Personal Property in Shop w/Living Quarters at 3430 Bell Fountain Rd, Corvallis OR	Replacement Cost	Special	\$10,000	\$47
Office Contents in Office Bldg at 4440 Enterprise Rd, Dallas OR.	Replacement Cost	Special	\$15,000	\$71
Zerex 7125 Work Center in Office Bldg at 4440	Replacement Cost	Special	\$9,000	\$42



**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

Enterprise Rd, Dallas OR

Miscellaneous Tools and Equipment at Nursery 30132 Beaver Creek Rd.	Actual Cash Value	Special	\$26,000	\$122
Miscellaneous Tools and Equipment at Red Prairie 4440 Enterprise Rd.	Actual Cash Value	Special	\$25,000	\$117
Unscheduled Farm Personal Property at All Locations	Actual Cash Value	Special	\$28,000	\$131
Leased, Rented, Borrowed Equipment	Actual Cash Value	Special	\$100,000	\$374
Unscheduled Farm Personal Property at Holiday South	Actual Cash Value	Special	\$32,000	\$150
Phone Equipment at Corvallis Office 800 NW Cornell & Red Prairie 4440 Enterprise Rd	Replacement Cost	Special	\$7,875	\$37
2004 E-2-Go Golf Cart (Jeff) 2211520	Actual Cash Value	Special	\$4,000	\$44
1987 Honda 250 TRX (Holiday) JH3TE1309HK014286	Actual Cash Value	Special	\$1,200	\$13
1999 Honda 4-Wheeler (Holiday) 2537	Actual Cash Value	Special	\$4,995	\$54
2002 Honda 400EX (Dustin) 478TE2301Z4202159	Actual Cash Value	Special	\$4,100	\$44
1999 Honda ATV 250 (Steve) 478PE2107XA220757	Actual Cash Value	Special	\$3,000	\$32
2015 Honda CRF150F Dirt Bike (Jeff) 9C2KE0216GR1	Actual Cash Value	Special	\$3,500	\$38
1999 Honda TRX300 4X4 (Holiday) 478TE150XXA016538	Actual Cash Value	Special	\$4,995	\$54
1999 Honda TRX300 4X4 (Red Prairie) 478TE1506XA016519	Actual Cash Value	Special	\$2,000	\$22
2012 John Deere 855D Gator (Red Prairie) 1M0855DSECM0444	Actual Cash Value	Special	\$18,000	\$195
2015 Puma 240 Tractor #ZFES02102	Actual Cash Value	Special	\$110,000	\$354
Cast-TH 770 Disc Harrow #JAG0780645	Actual Cash Value	Special	\$13,500	\$44
765D Tractor #AGCC0765VDNCD1188	Actual Cash Value	Special	\$124,000	\$399
Landoll 2110-11 Disc Chisel #21D1000297	Actual Cash Value	Special	\$21,000	\$68
2018 Club Car TN1833-894588. (John)	Actual Cash Value	Special	\$13,000	\$141
2018 EZ Go Golf Cart (John)	Actual Cash Value	Special	\$15,000	\$162
Evergreen heavy duty stump grinders	Actual Cash Value	Special	\$20,000	\$65
(3) 2016 Evergreen elevators at \$7,500 each	Actual Cash Value	Special	\$22,500	\$73
(3) 2017 Evergreen elevators at \$7,500 each	Actual Cash Value	Special	\$22,500	\$73
2-Used Evergreen power driven elevators at \$9,000 each	Actual Cash Value	Special	\$18,000	\$58
2018 Rears 200 Pak tank	Actual Cash Value	Special	\$11,500	\$37
2018 Kahun Spreader	Actual Cash Value	Special	\$7,500	\$24
Rears 9' Flail Mower	Actual Cash Value	Special	\$4,000	\$13
John Deere 8' Mower	Actual Cash Value	Special	\$4,000	\$13
(2) Wurdinger Palletizers at \$25,000 each	Actual Cash Value	Special	\$50,000	\$161
Ed Fields winged subsoiler	Actual Cash Value	Special	\$15,000	\$48
2018 Club Car (Steve)	Actual Cash Value	Special	\$11,300	\$122
8' Bionic Blade	Actual Cash Value	Special	\$1,000	\$3
10' Roller Harrow	Actual Cash Value	Special	\$375	\$2
3 - 15' Farm Wagon/Hoist	Actual Cash Value	Special	\$1,875	\$6
150 Gal Pull Tank	Actual Cash Value	Special	\$1,100	\$4

**DECLARATION**

**Policy #: 27-FLP-2-1999501**

**Declaration Type: Policy Renewal**

**Effective Date: 03/01/2019**

300 Gal Fire Pull Tank	Actual Cash Value	Special	\$600	\$2
Amco Heavy Disc #165	Actual Cash Value	Special	\$12,000	\$38
2013 Anbo GR-M 7' Grapple Rake w/Attachments	Actual Cash Value	Special	\$4,700	\$15
Brillion Ripper	Actual Cash Value	Special	\$875	\$3
1965 Cat Road Grader #12	Actual Cash Value	Special	\$8,000	\$26
2013 Frontier Mdl RC2072 Mower Deck	Actual Cash Value	Special	\$1,800	\$6
Jet Drill Press/Milling Machine #6033488	Actual Cash Value	Special	\$1,836	\$6
John Deere 15' Chisel Plow	Actual Cash Value	Special	\$5,000	\$16
2002 John Deere 650H Cat (Dustin) #T050HX879113	Actual Cash Value	Special	\$55,000	\$177
John Deere 950 Roller Harrow	Actual Cash Value	Special	\$600	\$2
John Deere 970 Cultipacker w/Brillion Rollers	Actual Cash Value	Special	\$14,000	\$45
2004 John Deere 2054 Loader (Dustin) #NEXCAX200320	Actual Cash Value	Special	\$130,000	\$419
Kelo Bilt 14' Disc	Actual Cash Value	Special	\$12,000	\$38
MF 12' Disc	Actual Cash Value	Special	\$3,500	\$11
1980 MF 880 Plow	Actual Cash Value	Special	\$1,875	\$6
NW Tiller 60" (Ranch)	Actual Cash Value	Special	\$1,000	\$3
Rears 300 Gal Pull Tank/Sprayer	Actual Cash Value	Special	\$4,000	\$13
Sunflower 16' Chisel Plow #4299-048	Actual Cash Value	Special	\$27,000	\$87
021 Stihl Chain Saw	Actual Cash Value	Special	\$250	\$1
1997 026 Stihl Chain Saw	Actual Cash Value	Special	\$500	\$2
3 - 036 Stihl Chain Saws	Actual Cash Value	Special	\$550	\$2
6 - 500 Watt Light Stands	Actual Cash Value	Special	\$750	\$2
Allwand Bros Light Tower, Mdl NL4CAPMX #9610BN4C13	Actual Cash Value	Special	\$10,000	\$32
25 - Backpack Sprayers	Actual Cash Value	Special	\$1,500	\$5
2 - Big B Rotary Mowers	Actual Cash Value	Special	\$1,500	\$5
Big Howie Baler	Actual Cash Value	Special	\$15,000	\$48
Dejong Dual Tree Shaker	Actual Cash Value	Special	\$2,250	\$8
Drill Machine	Actual Cash Value	Special	\$600	\$2
10 - 2013 Evergreen Balers @ \$20,000 each	Actual Cash Value	Special	\$200,000	\$644
Evergreen Heavy Duty Stump Grinder	Actual Cash Value	Special	\$20,000	\$65
3 - 2005 Evergreen Tree Balers	Actual Cash Value	Special	\$51,000	\$164
3 - 2010 Evergreen Tree Balers w/Drills	Actual Cash Value	Special	\$64,000	\$206
100 - Hand Clippers	Actual Cash Value	Special	\$625	\$2
7 - Helicopter Bins	Actual Cash Value	Special	\$28,000	\$90
2250 - Helicopter Slings	Actual Cash Value	Special	\$22,500	\$73
3 - Howe Balers	Actual Cash Value	Special	\$14,000	\$45
10 - Howe Elevators/Engines	Actual Cash Value	Special	\$30,000	\$97
2 - Howes Dual Shaker	Actual Cash Value	Special	\$4,000	\$13
Husqvarna Mdl 372XP Chain Saw	Actual Cash Value	Special	\$900	\$3
2 - Kubota Generators	Actual Cash Value	Special	\$1,500	\$5

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

5 - Kawasaki 2300A Generators	Actual Cash Value	Special	\$3,125	\$10
100 - Leg Guards	Actual Cash Value	Special	\$1,875	\$6
3 - Loading Ramps	Actual Cash Value	Special	\$15,000	\$48
8 - Long Handled Clippers	Actual Cash Value	Special	\$225	\$1
MC42 Lo Fan (Shop)	Actual Cash Value	Special	\$1,500	\$5
McCulloch Generator	Actual Cash Value	Special	\$1,000	\$3
Mechanical 2 Row Transplanter	Actual Cash Value	Special	\$10,000	\$32
2 - Narrow Agrator/Rototillers	Actual Cash Value	Special	\$625	\$2
6 - Portable Toilets	Actual Cash Value	Special	\$3,500	\$11
Rears 100 Gal Pak Tank	Actual Cash Value	Special	\$180	\$1
6 - Sets of Fork Lift Extensions	Actual Cash Value	Special	\$625	\$2
5 - Shakee Tree Shakers	Actual Cash Value	Special	\$1,875	\$6
100 - Shearing Knives	Actual Cash Value	Special	\$1,250	\$4
Stihl Chain Saw #244088409	Actual Cash Value	Special	\$469	\$2
2 - Stumpee Cutters	Actual Cash Value	Special	\$2,500	\$8
200 - Yard Pallets	Actual Cash Value	Special	\$24,000	\$77
2 - Beekeeper Forklifts #NA21/TBD	Actual Cash Value	Special	\$5,000	\$16
1980 Case 584 C Forklift #9013607	Actual Cash Value	Special	\$13,000	\$42
Case 585 D Forklift #1506	Actual Cash Value	Special	\$15,000	\$48
John Deere 450 Dozer	Actual Cash Value	Special	\$12,500	\$41
1986 John Deere 4X4 750 #1016	Actual Cash Value	Special	\$4,000	\$13
2003 Kubota B7500 DTR Mdl #33657	Actual Cash Value	Special	\$7,000	\$23
2007 Kubota B7510DT Tractor #33538	Actual Cash Value	Special	\$11,343	\$37
2001 Kubota M120 Tractor #50758	Actual Cash Value	Special	\$30,000	\$97
2001 Kubota M8200 Tractor w/Loader #52433	Actual Cash Value	Special	\$20,000	\$65
John Deere 2755 Tractor	Actual Cash Value	Special	\$6,000	\$20
Ford 5900 Tractor	Actual Cash Value	Special	\$5,000	\$16
3 - Howey Hydraulic Balers @ \$3,000 each	Actual Cash Value	Special	\$9,000	\$29
Howey Chain Baler	Actual Cash Value	Special	\$4,000	\$13
2 - Howey Large Balers @ \$4,500 each	Actual Cash Value	Special	\$9,000	\$29
5 - Evergreen Balers @ \$6,000 each	Actual Cash Value	Special	\$30,000	\$97
6 - Evergreen Elevators @ \$5,000 each	Actual Cash Value	Special	\$30,000	\$97
2 - 20' Flatbed Trailers @ \$1,000 each	Actual Cash Value	Special	\$2,000	\$7
3 Axle Trailer	Actual Cash Value	Special	\$1,500	\$5
16' Red Trailer	Actual Cash Value	Special	\$1,000	\$3
9 - Solo Backpack Sprayers @ \$50 each	Actual Cash Value	Special	\$450	\$2
Mitchell 50 Gal Sprayer w/3 Spray	Actual Cash Value	Special	\$750	\$2
Solo Mist Blower	Actual Cash Value	Special	\$1,000	\$3
Rears 60 Gal Sprayer	Actual Cash Value	Special	\$750	\$2
40" Tiller	Actual Cash Value	Special	\$250	\$1

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

## Scheduled Personal Property

<u>Item</u>	<u>Form</u>	<u>Deductible</u>	<u>Limit of Insurance:</u>	<u>Premium</u>
<b>Jewelry</b>				
Ladies Diamond Ring. The Yellow Gold Ring is Set to Center in Two Yellow Gold V-Cap Prongs with One Marquise Cut Diamond Measuring 7.5 x 3.83 x 2.71 Mm with an Estimated Weight of .50 Carat.	FP0461 01-98	\$0.00	\$3,900	\$50
18kt Yellow Gold and Platinum Diamond Ring	FP0461 01-98	\$0.00	\$15,340	\$196
2 Ct Diamond Bracelet	FP0461 01-98	\$0.00	\$595	\$8
Linda's Wedding Ring	FP0461 01-98	\$0.00	\$7,500	\$96
Ladies Platinum Stamped Ring. (1) Full Cut Round Brilliant Diamond .80ct. (2) Full Cut Round Brilliant Diamond .70ct.	FP0461 01-98	\$0.00	\$18,900	\$241
Ladies W/G Diamond Necklace Stamped 18k/14k. Pendant is Stamped 18k w/Pear Shaped Diamond Approx 2.22 Carats.	FP0461 01-98	\$0.00	\$25,995	\$332
Ladies Diamond Wedding Set. The Yellow gold Engagement Ring is Set to Center in a Four-Prong Platinum Head with One Round Brilliant Full Cut Diamond Measuring 6.48 Mm in Diameter.	FP0461 01-98	\$0.00	\$10,100	\$129
Stamped Platinum Diamond Wedding Set, Prong Set in Center of Engagement Ring 1 Square Princess Cut South African Diamond 1.62 Cts. Wedding Band 47 Hearts on Fire Round Brilliant Cut Melee Diamonds .44 Cts. Total Weight is 2.53 Cts.(complete desc on file)	FP0461 01-98	\$0.00	\$26,500	\$338
Ladies Emerald & Diamond Ring. The Yellow Gold Ring is Set to Center in Four Yellow Gold Prongs with One Faceted Oval Cut Emerald Measuring 5.8 x 4.2 x 2.6 Mm with an Estimated Weight of .50 Carat.	FP0461 01-98	\$0.00	\$850	\$11
Diamond Bracelet. The Yellow Gold Tennis Style Bracelet is Prong Set with Forty-Five Round Brilliant Full Cut Diamonds Each with Estimated Weights of .05 to .04 Carat.	FP0461 01-98	\$0.00	\$4,550	\$58
1 Ct Diamond Earrings	FP0461 01-98	\$0.00	\$2,950	\$38
1/2 Ct Earring Jackets	FP0461 01-98	\$0.00	\$940	\$12
<b>Watercraft</b>				
2003 North River 21' Jet Boat #A0513363 330HP. Hull #NRB21506F303 (Steve)	CM03-016 04-74	\$500.00	\$31,500	\$591
1996 Seaswirl 20' Boat 130HP (Steve)	CM03-016 04-74	\$500.00	\$16,000	\$300
2012 Electra Craft 16' S#3UH50081E404 5HP (Steve)	CM03-016 04-74	\$500.00	\$21,000	\$315

## Policy Coverage

	<u>Limit</u>	<u>Premium</u>
Coverage H & I – Liability per Occurrence	\$1,000,000	Included
Coverage H & I – General Aggregate	\$2,000,000	Included
Coverage H – Fire Legal Liability	\$100,000	\$38
Coverage J – Medical Expenses per Person	\$5,000	Included

<u>Class Code</u>	<u>Description</u>	<u>Exposure</u>	<u>Premium</u>
07995	All Terrain Vehicle		Included
07995	All Terrain Vehicle		Included
07995	All Terrain Vehicle		Included
07995	All Terrain Vehicle		Included
01907b	Acres In Excess Of 1000		Included
07106	Custom Farming Per \$100 Of Receipts Type: Custom Farming Per \$100 Of Receipts	\$10,000	Included

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

**DECLARATION**

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

01418	Add`L Farms Owned Or Operated	Included
05114	Add`L Residence Occupied By Insured	Included
05118a	Dwelling Rented To Others - 1 Family	Included
04608	Watercraft: 26' Or Less, 151 To 200 H.P.	Included
04608	Watercraft: 26' Or Less, 151 To 200 H.P.	Included
04608	Watercraft: 26' Or Less, 151 To 200 H.P.	Included

**Additional Liability Coverages and Endorsements:**

<u>Form</u>	<u>Description</u>	<u>Limit</u>	<u>Premium</u>
FL0474	All Terrain Vehicle Coverage –All Terrain Vehicles		Included
FL0474	All Terrain Vehicle Coverage –2016 Honda CRF250L MLHMD3817G5300438 (Jeff)		Included
FL0474	All Terrain Vehicle Coverage –2012 Yamaha Dual Sport J4ADG19E4CA007867 (Steve)		Included
FL0474	All Terrain Vehicle Coverage –2017 Suzuki 200 Dual Sport JS1NH43A5H2100325 (John)		Included
13-058	Limited Crop Dusting Liability (A) Flat Fee (B) Is not subject to audit	\$100,000	\$113
13-056	Limited Pollution Liability Extension Endorsement	\$300,000	\$169
13-054	Chemical Drift Liability	\$500,000	\$225
FL0469	Custom Farming per \$100 of Receipts		Included
FL0483	1996 Seaswirl 20` Boat 130HP (Steve) Navigational Period: 03/01/2019 to 03/01/2020		Included
FL0483	2003 North River 21` Jet Boat #A0513363 330HP. Hull #NRB21506F303 (Steve) Navigational Period: 03/01/2019 to 03/01/2020		Included
FL0483	2012 Electra Craft 16` S#3UH50081E404 5HP (Steve) Navigational Period: 03/01/2019 to 03/01/2020		Included
13-486	Farm Identity Fraud Expense		Included

**Policy Forms:**

<u>Form</u>	<u>Description</u>
00-015	09-08 Farm Owners Policy Jacket
08-132	08-11 Policyholder Disclosure - Notice of Insurance Coverage for Acts of Terrorism
IL0017	11-85 Common Policy Conditions
08-041	01-06 Notice To Insureds
IL0021	11-85 Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL0139	12-02 Oregon Changes
IL0279	07-02 Oregon Changes - Cancellation and Non-Renewal
02-096	07-18 Farm Pak Plus
03-062	Endorsement BE17a
13-059	07-18 Enhanced Pollutant Clean-up And Removal
13-058	09-01 Limited Aircraft Dusting and Spraying Coverage Endorsement
13-045	10-97 Limited Liability Company Endorsement
13-053	01-99 Additional Insured - Vendors
CG2026	11-85 Additional Insured - Designated Person or Organization

Named Insured: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A) FARM LIABILITY

## DECLARATION

Policy #: 27-FLP-2-1999501

Declaration Type: Policy Renewal

Effective Date: 03/01/2019

IL0952	01-08	Cap on Losses From Certified Acts of Terrorism
13-074	04-02	Pathogenic Organisms Exclusion Specifically Excepted Peril
FL0450	06-90	Additional Insured - Farm Liability
03-140	09-96	Exclusion - Cross Suits
FL0116	09-94	Exclusion - Migrant and Seasonal Agricultural Worker Protection Act
FL1001	09-94	Exclusion - Employment-Related Practices
FP0408	01-98	Farm Computer Coverage
FP1060	01-98	Causes of Loss Form - Farm Property
CM03-016	04-74	Outboard Motor and/or Boat Floater 993
FP0013	01-98	Farm Property - Farm Personal Property Coverage Form
FP0090	01-98	Farm Property - Other Farm Provisions Form - Additional Coverages, Conditions, Definitions
FP0456	01-98	Collision Resulting In The Death Of Livestock
FP0450	01-98	Additional Insured - Farm Property
FP0304	01-98	Single Farm Property Per-Occurrence Deductible
FP0423	01-98	Farm Equipment Borrowed or Rented Without A Written Contract
13-064	09-01	Farm Property Transit Special Coverage
FL0020	01-98	Farm Liability Coverage Form
13-054	01-05	Amendatory Endorsement
13-486	07-07	Farm Identity Fraud Expense
13-073	04-02	Pathogenic Organisms Exclusion
03-404	10-03	Punitive Damages Exclusion
03-416 FF	03-07	NBCR Exclusion
03-424	03-08	Exclusion - Acts of Nuclear, Biological, Chemical or Radioactive Terrorism
FL1070	01-08	Cap on Losses From Certified Acts of Terrorism
FL1076	01-08	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
13-056	09-01	Limited Farm Pollution Liability Extension Endorsement
FL0469	01-98	Custom Farming Liability
FL0474	09-94	All-Terrain Vehicle Coverage
FL0483	09-94	Watercraft
FL0406	01-98	Additional Residence Rented to Others
FP0012	01-98	Farm Property - Farm Dwellings, Appurtenant Structures & Household Personal Property Coverage Form
FP0431	01-98	Inflation Guard
FP0014	01-98	Farm Property - Barns, Outbuildings And Other Farm Structures Coverage Form
03-093	07-11	Extended Dwelling Replacement Cost Coverage
FP0436	01-98	Replacement Cost - Household Personal Property
FP0478	01-98	Functional Building Valuation
FP1210	01-98	Actual Cash Value - Dwellings And Appurtenant Private Structures
CG2011	11-85	Additional Insured - Managers or Lessors of Premises

## **CIG<sup>®</sup> CONSUMER PRIVACY STATEMENT**

This Privacy Statement applies to the following CIG<sup>®</sup> group of companies:

California Capital Insurance Company  
Nevada Capital Insurance Company  
Eagle West Insurance Company  
Monterey Insurance Company

CIG appreciates your business. When you purchase insurance from us, we do protect your personal information and respect your privacy. Your information is not sold to others. It is not disclosed except as permitted by law.

We may share your information within our group of companies and with your insurance agent that is authorized to sell or service CIG products. Information we have collected on you may be disclosed to others that perform services on our behalf.

We collect information on you from applications and forms that you have provided to us, from your insurance agent, from reporting agencies and from transactions with us (such as policy changes, your payment history and claim information).

### **CIG's Website**

This consumer privacy statement also applies to CIG's Website. If you have Internet access, click on to [www.ciginsurance.com](http://www.ciginsurance.com).



**POLICYHOLDER DISCLOSURE****NOTICE OF INSURANCE COVERAGE FOR  
ACTS OF TERRORISM**

You are hereby notified that under the Terrorism Risk Insurance Act, you are entitled to insurance coverage for losses arising out of acts of terrorism, as defined in the Act, subject to all applicable policy provisions.

Limited coverage for acts of terrorism is already included in your current commercial and/or farm policy with CIG<sup>®</sup>. As of this date, the premium that is attributable to coverage for acts of terrorism is zero dollars (\$0.00).

You should know that the United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



POLICY NUMBER: 27-FLP-2-1999501

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

### E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums, and
2. Will be the payee for any return premiums we pay.

### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## NOTICE TO INSUREDS

EVERY ACCIDENT, NO MATTER HOW MINOR IT MAY SEEM, SHOULD BE REPORTED IMMEDIATELY TO YOUR AGENT OR DIRECTLY TO THE COMPANY.

The Company has an excellent reputation for service among its policyholders and agents. It has always emphasized the need for its Claim Staff to be prompt to contact insureds who make claims, to establish a relationship of trust with them, and to reach mutually satisfactory settlements in a timely fashion.

However, our Claim Department obviously cannot help claimants in a timely fashion if it is unaware that an accident has occurred. We ask the help of our insureds to report promptly, accurately and completely all accident that occur that may be covered. Please get in touch with your agent or the Company as soon as an incident occurs so that a full report can be completed. We can reduce time and trouble for you, indemnity and expense costs for us, and pass these savings on to all of our policyholders if we can gain your cooperation.

Please note that every policy contains conditions similar to the following language.

### INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT.

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstance thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

We urgently request your compliance with the above section. Your help in this regard will help us continue to serve you and all of our insureds efficiently.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
**(Broad Form)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS POLICY**  
**COMMERCIAL AUTO COVERAGE PART**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**FARM COVERAGE PART**  
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**  
**LIQUOR LIABILITY COVERAGE PART**  
**POLLUTION LIABILITY COVERAGE PART**  
**OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**  
**RAILROAD PROTECTIVE LIABILITY COVERAGE PART**  
**SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF**  
**TRANSPORTATION**

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "Special nuclear material" or "by-product material."

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

**(a)** Any "nuclear reactor";

**(b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel," or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OREGON CHANGES**

This endorsement modifies insurance provided under the following:

**CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART**  
**COMMERCIAL INLAND MARINE COVERAGE PART**  
**COMMERCIAL PROPERTY COVERAGE PART**  
**FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL**  
**COVERAGES, CONDITIONS, DEFINITIONS**  
**FARM COVERAGE PART – LIVESTOCK COVERAGE FORM**  
**FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE**  
**FORM**

**A.** When this endorsement is attached to the **Standard Property Policy CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

**B.** The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

**CONCEALMENT, MISREPRESENTATION OR FRAUD**

1. Subject to Paragraphs 2. and 3. below, this entire Coverage Part or Coverage Form will be void if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.
2. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this Coverage Part or Coverage Form unless:
  - a. The statements are contained in a written application; and
  - b. A copy of the application is endorsed upon or attached to this Coverage Part or Coverage Form when issued.
3. In order to use any representation made by you or on your behalf in defense of a claim under the Coverage Part or Coverage Form, we must show that the representations are material and that we relied on them.

**C.** Except as provided in **D.** below, the **Appraisal** Condition is replaced by the following:

**APPRAISAL**

If we and you disagree on the value of the property or the amount of loss ("loss") both parties may agree to an appraisal of the loss and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**D.** The **Appraisal** Condition in:

1. Business Income Coverage Form (And Extra Expense) **CP 00 30**;
2. Business Income Coverage Form (Without Extra Expense) **CP 00 32**; and

3. Capital Assets Program Coverage Form (Output Policy) **OP 00 01**, Paragraph **A.7. Business Income And Extra Expense**

is replaced by the following:

**APPRAISAL**

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, both parties may agree to an appraisal of the loss and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**E. The following Loss Conditions:**

1. **Duties In The Event Of Loss (Or Damage);**
2. **Duties If You Incur Extra Expense** in Extra Expense Coverage Form **CP 00 50**; and
3. **Duties In The Event Of Loss Of Covered Leasehold Interest** in Leasehold Interest Coverage Form **CP 00 60**

are revised as follows:

The provision requiring a signed, sworn proof of loss is replaced by the following:

Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 90 days after you receive the necessary forms from us.

**F. The Mortgageholders Condition in the:**

1. Commercial Property Coverage Part; and
2. Farm Coverage Part – Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions;

is replaced by the following and the following is added to the Commercial Inland Marine Coverage Part:

**MORTGAGEHOLDERS**

a. Oregon law states as follows:

- (1) "If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured ('insured'), such interest in this policy may be canceled by giving to such mortgagee a 10 days' written notice of cancellation."
- (2) "If the insured ('insured') fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing."

- b. The term mortgageholder includes trustee.
- c. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- d. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- e. If we deny your claim because of your acts or because you have failed to comply with the terms of this insurance, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this insurance at our request if you have failed to do so;

- (2)** Submits a signed, sworn proof of loss in accordance with Paragraph **a.(2)**; and
- (3)** Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All the terms of the affected insurance will then apply directly to the mortgageholder.

- f.** If we cancel this policy, we will give written notice to the mortgageholder:

- (1)** In accordance with Paragraph **a.(1)**; or

- (2)** At least:

- (a)** 10 days before the effective date of the cancellation if we cancel for your nonpayment of premium; or

- (b)** 30 days before the effective date of cancellation if we cancel for any other reason other than provided for in Paragraph **a.(1)**.

- g.** If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.



POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OREGON CHANGES – CANCELLATION  
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART**  
**CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART**  
**COMMERCIAL AUTOMOBILE COVERAGE PART**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**COMMERCIAL INLAND MARINE COVERAGE PART**  
**COMMERCIAL PROPERTY COVERAGE PART**  
**CRIME AND FIDELITY COVERAGE PART**  
**EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART**  
**FARM COVERAGE PART**  
**LIQUOR LIABILITY COVERAGE PART**  
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**  
**PROFESSIONAL LIABILITY COVERAGE PART**

- A.** Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
- 2.** If this policy has been in effect for:
- a.** Fewer than 60 days and is not a renewal policy, we may cancel for any reason.
  - b.** 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:
    - (1)** Nonpayment of premium;
    - (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
    - (3)** Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
    - (4)** Failure to comply with reasonable loss control recommendations;
    - (5)** Substantial breach of contractual duties, conditions or warranties;
    - (6)** Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or
    - (7)** Loss or decrease in reinsurance covering the risk.
  - c.** 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:
    - (1)** A package policy that includes commercial property and commercial liability insurance;
    - (2)** Commercial Automobile Coverage Part;
    - (3)** Commercial General Liability Coverage Part;
    - (4)** Commercial Property Coverage Part – Legal Liability Coverage Form;
    - (5)** Commercial Property Coverage Part – Mortgageholders Errors And Omissions Coverage Form;
    - (6)** Employment-Related Practices Liability Coverage Part;
    - (7)** Farm Coverage Part – Farm Liability Coverage Form;



- (8) Liquor Liability Coverage Part;
- (9) Products/Completed Operations Liability Coverage Part; or
- (10) Professional Liability Coverage Part.

B. Paragraph 3. of the **Cancellation** Common Policy Condition is amended by the addition of the following:

- 3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

**7. Number Of Days' Notice Of Cancellation:**

- a. With respect to insurance provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.
- b. With respect to insurance other than that provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least:
  - (1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or
  - (2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph 6. of the **Cancellation** Common Policy Condition does not apply.

E. The following are added and supersede any provision to the contrary:

**1. Nonrenewal**

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

- a. Expiration date of the policy; or
- b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 30 days after the first Named Insured receives our notice.

**2. Mailing Of Notices**

If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FARM-PAK - PLUS**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM****FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM****FARM PROPERTY – BARN, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM****FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS****CAUSES OF LOSS FORM – FARM PROPERTY****FARM LIABILITY COVERAGE FORM****COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

A. The following modifies the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form.

1. Under **SECTION I – COVERAGES, COVERAGE A – DWELLINGS, A. Coverage, 3. Special Limits Of Insurance Under Coverage A**, Outdoor radio and TV antennas and satellite dishes Special Limit of Insurance is increased to \$10,000.
2. Under **SECTION I – COVERAGES, COVERAGE B – OTHER PRIVATE STRUCTURES APPURTENANT TO DWELLINGS, A. Coverage, 3. Special Limits Of Insurance Under Coverage B**, Outdoor radio and TV antennas and satellite dishes Special Limit of Insurance is increased to \$10,000.
3. Under **SECTION I – COVERAGES, COVERAGE C – HOUSEHOLD PERSONAL PROPERTY, A. Coverage, 3. Special Limits Of Insurance Under Coverage C**, items a. through j. are changed to read as follows:
  - a. \$5,000 on gold, other than goldware, "money", platinum and silver, other than silverware;
  - b. \$10,000 on letters of credit, manuscripts, passports and "securities";
  - c. \$10,000 on watercraft, including their equipment, furnishings, outboard engines or motors and trailers;
  - d. \$5,000 on trailers not used with watercraft nor for farming operations;
  - e. \$5,000 on grave markers;
  - f. \$10,000 on "business property" on the "insured location";
  - g. \$5,000 on "business property" off the "insured location", however, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits i. and j. below;
  - h. In the event of loss by theft:
    - (1) \$10,000 on furs, jewelry, precious and semi-precious stones, and watches;
    - (2) \$10,000 on goldware, goldplated ware, silverware, silverplated ware and pewterware, flatware, hollowware, tea sets, trays, trophies and the like, also other utilitarian items made of or containing silver, gold or pewter.  
  
However, we will pay up to \$25,000 in the event of loss by theft of furs, jewelry, precious and semi-precious stones, goldware, goldplated ware, silverware, silverplated ware and pewterware from a vault at a State or Federal chartered bank or savings and loan institution; and
    - (3) \$10,000 on firearms.

- i. \$5,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power.

Electronic apparatus includes:

- (1) Accessories and antennas; and
- (2) Tapes, wires, records, discs and other media;

for use with the electronic apparatus; and

- j. \$5,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- (1) Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- (2) Is off the "insured location"; and
- (3) Is used at any time or in any manner in connection with the operation of the farm or a business.

Electronic apparatus includes:

- (1) Accessories and antennas; and
- (2) Tapes, wires, records, discs and other media;

for use with electronic apparatus.

- 4. Under **SECTION I – COVERAGES, COVERAGE D – LOSS OF USE**, Item 4. Is added:

**4. Extension Of Your Additional Living Expense**

With regard only to your primary place of residence, we will pay for the necessary increase in your normal living expense if:

- a. Your primary place of residence is made uninhabitable by an off-premises power stoppage; and
- b. This power stoppage is caused by a Covered Cause of Loss that is applicable to that primary place of residence.

This increase in coverage to your additional living expense will not start until your primary place of residence has been uninhabitable for 24 hours and it will continue for no longer than 10 days.

- 5. Under **SECTION II – COVERAGE EXTENSIONS, A. Trees, Shrubs, Plants and Lawns** is changed only to amend the limitation of payment for any one damaged or destroyed tree, shrub, plant or lawn from \$500 to \$2,000.

- 6. Under **SECTION II – COVERAGE EXTENSIONS, C. Household Personal Property Of "Insureds" Away From The "Insured Location"**, item 2. is changed to read:

- 2. \$5,000 whichever is greater.

We further agree to extend our coverage to the limits above, to include direct loss caused by collision, upset or overturn of a transporting land vehicle or watercraft.

- 7. Under **SECTION III – ADDITIONAL COVERAGES, B. Credit Cards And Fund Transfer Cards; Forgery; Counterfeit Currency** the limit we will pay is increased from \$500 to \$10,000.

- 8. Under **SECTION III – ADDITIONAL COVERAGES**, the items E. through K. are added:

**E. Keys Replacement or Lock Repair**

We will pay your cost incurred to:

- 1. Replace keys that were stolen;
- 2. Repair or replace locks that were damaged as a result of a covered theft loss on the "insured location"; or
- 3. Replace or re-set locks to suit a master key stolen in a covered theft loss.

The policy deductible shall not apply to this coverage.

The most we will pay for any loss under this Additional Coverage is \$2,500.

**F. Arson Reward**

We will pay up to \$5,000 for information leading directly to a felony arson conviction in connection with a fire loss to property covered by this insurance policy. Regardless of the number of persons providing information, our limit for any one loss shall not exceed \$5,000.

**G. Ordinance or Law**

This Additional Coverage applies only to Coverages **A** and **B**.

You may apply, as an additional amount of insurance, up to a maximum of 10% of the applicable Limit of Insurance shown for Coverage A – Dwellings, for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

1. The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Covered Cause of Loss;
2. The demolition and reconstruction of undamaged parts of a covered building or other structure, when;
  - a. There is damage as a result of a Covered Cause of Loss to another part of that covered building or other structure; and
  - b. Undamaged portions of that same building or structure must be demolished because of enforcement of ordinance or law; or
3. The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Covered Cause of Loss.

**H. Computer Data Recovery**

We will provide up to \$5,000 to re-create personal records or personal data stored on a tape, record, disc, or other media designed for use with a computer when damage is a result of a Covered Cause of Loss.

**I. Landlords Furnishings**

We will pay up to \$10,000 for appliances and other personal property in an apartment, rental unit or other "dwelling" at the "insured location" regularly rented or held for residential rental to others by an "insured", provided the apartment, rental unit or "dwelling" is itself Covered Property. This Additional Coverage applies for the same Covered Causes of Loss and valuation applying to the apartment, rental unit or "dwelling" that is Covered Property, but no coverage applies under this Additional Coverage for theft loss of any kind, including looting.

**J. Loss Assessments**

We will pay up to \$10,000 for your share of loss assessments charged during the policy period against you by a corporation or association of property owners, when the assessments are made as a result of a direct physical loss to property owned by all members of the corporation or association of property owners collectively, caused by a Covered Cause of Loss under Coverage A – Dwelling, other than loss covered under Causes Of Loss – Earthquake Forms 02-122, 02-303, or 02-303 WA.

This coverage only applies to loss assessments charged against you as owner or tenant of the insured "dwelling". We do not cover loss assessments charged against you or a corporation or association of property owners by a governmental body.

No deductible applies to this Additional Coverage.

**K. Sewer, Drain and Sump Back Up or Overflow**

1. We will pay for loss or damage to Covered Property caused by water or water borne material that backs up from within or overflow from a sewer or drain pipe that leads to a subsurface sewer or drain system; or from a sump pit, a sump pit or sump

pump well, or other fixture designed to prevent overflow, seepage or leakage of underground water.

2. We will not pay for loss that results from any sewer or drain back-up or overflow or for any sump pit or sump pump well backup or overflow that occurs within 10 days before or 10 days after a "flood" on the "insured location".
3. The most we will pay for loss or damage under this coverage is \$10,000 in any one occurrence.
4. The limit of insurance that applies to coverage under this Additional Coverage includes any loss under Coverage A, B, C, and D only.
5. This coverage applies as an additional amount of insurance.
6. As used in this Additional Coverage, "flood" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
  - a. The unusual and rapid accumulation or runoff of surface waters from any source;
  - b. The overflow of inland or tidal waters; or
  - c. Waves, tides or tidal waves.
7. With respect to this Additional Coverage, in the Causes Of Loss Form – Farm Property, under **E. Exclusions**, item **9.c.** is deleted.
8. With respect to this Additional Coverage, in the Causes Of Loss Form – Farm Property, under **D. Covered Causes Of Loss – Special**, item **1.w.(6)** does not apply to mechanical breakdown, rupture or busting of a sump pump, sump pump motor or other sump mechanism. However, the exclusion is not deleted as to loss or damage to the sump pump, sump pump motor or sump mechanism itself.

**B. The following modifies the Farm Property – Farm Personal Property Coverage Form.**

1. Under **SECTION I - COVERAGES, COVERAGE E – SCHEDULED FARM PERSONAL PROPERTY, A. Coverage, 3. Special Limits Of Insurance Under Coverage E**, item **a.** is replaced by:
  - a. If no specific stack limit is shown in the Declarations for hay, straw or fodder, whether in the open or in barns, the Limit will be \$50,000 on any one stack.
2. Under **SECTION I - COVERAGES, COVERAGE E- SCHEDULED FARM PERSONAL PROPERTY, A. Coverage, 3. Special Limits Of Insurance Under Coverage E**, item **c.** is replaced by:
  - c. The Limit of Insurance on any one item of miscellaneous equipment shall not exceed:
    - (1) \$15,000 for any one item of farm machinery; or
    - (2) \$5,000 for any one item of tools, equipment or for any one type of farm supplies.

If no coverage for miscellaneous equipment is provided elsewhere in this policy then an aggregate limit of \$15,000 is hereby provided. This coverage may be applied to the tools of farm employees, used in the performance of their duties, while such tools are located at an "insured location" or while in transit between "insured locations" in vehicles.

This coverage is subject to the per item limitations described above.
3. Under **SECTION I – COVERAGES, COVERAGE F – UNSCHEDULED FARM PERSONAL PROPERTY, B. Coverage F Conditions, LOSS CONDITIONS**, item **2. Coinsurance**:
 

The 30 day provision is revised to 60 days and the \$50,000 value provision for newly purchased machinery or equipment is increased to \$250,000.
4. Under **SECTION II – COVERAGE EXTENSIONS, A. Property In The Custody Of A Common Or Contract Carrier** is increased from \$1,000 to \$5,000.
5. Under **SECTION II – COVERAGE EXTENSIONS, B. Covered Property Away From The "Insured Location"**, items **1.a.** and **1.b.** are deleted and replaced by:
  - a. 50% for Miscellaneous Equipment usual or incidental to the operation of the Farm; or

- b. 50% for other types of property.
- 6. Under **SECTION II – COVERAGE EXTENSIONS, C. Replacement Machinery, Vehicles And Equipment Newly Purchased** is increased from \$50,000 to \$250,000. The second paragraph is deleted and replaced with the following:  
The additional \$250,000 coverage will end:
  - a. 60 days after the date of purchase of the replacement item; or
  - b. When this policy expires,
 whichever comes first.
- 7. Under **SECTION II – COVERAGE EXTENSIONS, D. Additional Machinery, Vehicles And Equipment Newly Purchased**, item 5. is deleted and replaced with the following:
  - 5. This Coverage Extension will end:
    - a. 60 days after the date of acquisition of the additional item; or
    - b. When this policy expires,
 whichever comes first.
- 8. Under **SECTION II – COVERAGE EXTENSIONS, E. Additional Acquired Livestock:**  
The coverage period for additional "livestock" you acquire under 1. and the reporting period under 3. is revised from 30 days to 60 days or until expiration date of the policy.
- 9. Under **SECTION III – ADDITIONAL COVERAGES, B. Extra Expense**, the first paragraph is deleted and replaced by the following:  
We will pay up to \$10,000 for the actual and necessary expenses you incur to resume normal farming operations interrupted as the result of direct physical loss or damage to Covered Property by a Covered Cause of Loss.
- 10. Under **SECTION II – COVERAGE EXTENSIONS** the following is added:
  - G. Rental Reimbursement On Farm Machinery And Equipment:**
    - 1. In the event of loss or damage to farm machinery or equipment under Coverage E or Coverage F, by a Covered Cause of Loss, we will also cover your cost to rent similar farm machinery or equipment to replace the covered property. This applies only if:
      - a. The covered property cannot be used;
      - b. You do not have other equipment available for similar use; and
      - c. It is necessary for you to rent farm machinery and equipment to continue your normal farming operations.
    - 2. The amount of coverage provided by this Additional Coverage is \$2,500 for each day subject to a maximum of \$20,000 for each loss. This coverage is additional insurance.
    - 3. Coverage begins upon your notification to us that a covered loss has occurred. It ends at the earlier of the following:
      - a. When the covered property has been replaced or restored to service; or
      - b. When the need for rental property no longer exists.
    - 4. This Additional Coverage is not subject to a deductible or the coinsurance provision.
- 11. Under **SECTION III – ADDITIONAL COVERAGES** the following are added:
  - D. Electronic Data Processing Equipment**  
We cover electronic data processing equipment and software, including data and media, unused media and computer programs owned by you or owned by others but in your care, custody or control at an "insured location", against direct physical loss or damage covered under Covered Cause of Loss – Special.



We will not pay for direct physical loss or damage to any data, which cannot be replaced with other data of the same kind and quality. Data means facts, concepts or instructions which are converted to a form stored on electronic media, including films, tapes, discs, drums or cells, and that is capable of being communicated, processed or interpreted by electronic data processing equipment.

Electronic data processing equipment means:

- a. Programmable electronic equipment (hardware) that is used to store, retrieve and process data; and,
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing or auxiliary functions such as data transmission.

The most we will pay under this coverage for direct physical loss or damage to electronic data processing equipment in any one loss is \$10,000.

In the event of direct physical loss or damage to electronic data processing equipment under this Coverage Extension, we will determine the value of the electronic data processing equipment on the basis of replacement cost without deduction for depreciation at the time of the loss or damage. We will not pay you more than it would cost to repair or replace the covered property with new property of like kind and quality. An item of software is covered only up to the amount required to replace it as a prepackaged program, or in unexposed blank form, whichever is greater.

This is additional insurance.

#### **E. Fire Extinguisher Recharge Coverage**

We will pay your costs to recharge or refill your fire extinguishers when discharge of such is caused by or results from a Covered Cause of Loss. The most we will pay is \$5,000 in any one occurrence, regardless of the number of portable fire extinguishers recharged.

This is additional insurance.

#### **F. Cab Glass Breakage**

We cover the breakage of cab glass or safety glazing material to property covered under Coverage E – Scheduled Farm Personal Property and Coverage F – Unscheduled Farm Personal Property. The most we will pay is the lesser of the following:

- a. The actual cash value as of the time of loss, but we will not pay more than the amount necessary for the repair or replacement of the broken cab glass or safety glazing material; or
- b. The amount it would cost to repair or replace the broken cab glass or safety glazing material with the most equivalent replacement option obtainable.

No deductible applies to this Additional Coverage.

#### **C. The following modifies the Farm Property – Barns, Outbuildings And Other Farm Structures Coverage Form.**

1. Under **SECTION II – COVERAGE EXTENSIONS, A. Private Power And Light Poles**, the limit of \$250 is increased to \$2,500.
2. Under **SECTION II – COVERAGE EXTENSIONS, B. New Construction**, item 1. is deleted and replaced by:
  1. We will pay up to \$250,000 for direct physical loss of or damage to new, permanent farm structures at the "insured location" including materials and supplies for use in their construction.
3. Under **SECTION II – COVERAGE EXTENSIONS, C. Signs** is added as follows:

#### **C. Signs**

We will pay up to \$2,500 in any one occurrence as an additional amount of insurance for direct physical loss of or damage to signs (other than signs attached to building), including their outside wiring and attachments, by a Covered Cause of Loss. Attachments include attached switch boxes, fuse boxes and other electrical equipment mounted on signs you own at the "insured location".

#### **D. Fixed Irrigation Pumps And Electrical Panels**

We will pay up to \$10,000 in any one occurrence as an additional amount of insurance for direct physical loss of or damage to fixed irrigation pumps and electrical panels by a Covered Cause of Loss. This Additional Coverage is not subject to a deductible or coinsurance provision.

4. Under **SECTION III – ADDITIONAL COVERAGES, A. Extra Expense**, the first paragraph is deleted and replaced by the following:

We will pay up to \$10,000 for the actual and necessary expenses you incur to resume normal farming operations interrupted as the result of direct physical loss or damage to Covered Property by a Covered Cause of Loss.

- D. The following modifies the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

1. Under **A. Additional Coverages**, the following items are added:

**7. Additional Coverage To Coverage E And F Only**

**Borrowed And Rented Farm Equipment**

- a. If a limit of insurance is shown in the Declarations for Coverage **E** or Coverage **F**, the following Additional Coverage is provided under this policy:

We will pay up to \$250,000 for borrowed or rented farm machinery, vehicles and equipment as described and limited in under **COVERAGE E – SCHEDULED FARM PERSONAL PROPERTY, A. Coverage, 1. Covered Property**, item i. This limit is additional insurance; however, borrowed or rented farm machinery, vehicles and equipment are covered under this endorsement only to the extent that they are not covered under another Coverage Form of this or any other policy of the "insured".

This Additional Coverage will end:

(1) 90 days after the machinery, vehicle or equipment is borrowed or rented; or

(2) When this policy expires;

whichever comes first.

- b. The Covered Causes of Loss for the coverage provided under this Additional Coverage are those applicable to the "insured's" Farm Personal Property under the Farm Property – Farm Personal Property Coverage Form as indicated in the Declarations. If two or more Causes of Loss entries appear in the Declarations for covered Farm Personal Property, the broadest Covered Causes of Loss category will apply to the coverage provided under this endorsement.
- c. Condition **8. Other Insurance** under Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, **B. Farm Property Conditions**, does not apply to the coverage provided under this Additional Coverage.

**8. Additional Coverage To Coverage C, E And F Only**

**Refrigerated Products – Not Farm Personal Property**

We will pay up to \$2,500 for loss or damage to contents of all freezers or refrigerated units at the "insured location" caused by a change in temperature due to:

- a. Interruption of electrical service to refrigeration equipment caused by physical damage to generating or transmission equipment; or
- b. Mechanical or electrical breakdown of a refrigeration system.

Under this Additional Coverage, we will not pay for loss of or damage to property not owned by you.

This Additional Coverage will not apply unless you maintain the refrigeration equipment in proper working order and, if loss is known, use all reasonable means to protect the property from further damage.

This Additional Coverage is part of, not in addition to, the applicable Limit of Insurance.

No Deductible applies to this Additional Coverage.

**9. Additional Coverage To Coverage F Only**



Item **p.** Irrigation equipment is deleted from Farm Property – Farm Personal Property Coverage Form, **COVERAGE F – UNSCHEDULED FARM PERSONAL PROPERTY, A. Coverage, 2. Property Not Covered.**

2. Broadened Definitions under **C. Definitions**, the following words have special meaning throughout the Farm Property Coverage Forms and related endorsements:

- a. Borrowed or rented farm equipment includes farm machinery, vehicles, and equipment that are leased or rented, with or without a written contract.
- b. "Unoccupancy" or "unoccupied" means the condition of:
  - (1) A "dwelling" (except while being constructed) not being lived in even if it contains furnishings or other property customary to its intended use or occupancy; or
  - (2) Any other building or structure (except while being constructed) not being frequently used (unless due to normal seasonal farming practices), even if it contains furnishings or other property customary to its intended use or occupancy.
- c. "Vacancy" or "vacant" means the condition of a building or structure (except while being constructed) not containing sufficient furnishings or other property customary to its intended use or occupancy, unless the condition is due to normal practices of seasonal farming.

**E.** The following modifies the Causes of Loss Form – Farm Property

1. Under **Section A. Covered Causes of Loss**, paragraph one is amended to read:

Covered Causes of Loss means the causes as described and limited under either **B.** or **C.** or **D.** below in accordance with a corresponding entry of either Basic or Broad or Special, respectively, on the Declarations opposite each Coverage or property to which this insurance applies. When Covered Causes of Loss - Broad is selected for Coverage C, Household Personal Property, however, Covered Causes of Loss - Special coverage will apply. Covered Causes of Loss are also limited by the Exclusions in Section E.

2. Under **Section D. Covered Causes of Loss – Special**, item **1.t.** is deleted.

We will pay for loss or damage to covered farm machinery caused by or resulting from:

- a. Damage to tires and inner tubes in the event of collision, upset or overturn of equipment and this coverage is extended to include accidental collision with any foreign object or machinery whether coincidental to any other damage to such equipment.
- b. Contact between a tractor and an implement during towing, hitching or unhitching operations.
- c. Foreign objects being drawn or taken into any farm machine or mechanical harvester during its normal operation.
- d. Contact of a vehicle with the roadbed or ground, causing loss of or damage to farm machinery.

**F.** The following modifies the Farm Liability Coverage Form.

1. Under **2. Exclusions, f. Watercraft**, items **(1)(c), (1)(d), and (1)(e)** are deleted and replaced by:

- (c) One or more outboard motors or engines totaling over 50 horsepower any of which is owned by an "insured" if:
  - (i) You acquire them prior to the policy period; and
    - i. You declare them at policy inception; or
    - ii. Your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
  - (ii) You acquire them during the policy period.
 This coverage applies for the policy period.

2. Under **SECTION IV – Definitions**, item **11.i.** is deleted and replaced by:

- i. Any Farm premises (including its grounds and private approaches) that you acquire or lease during the present annual policy period.

**G.** The following modifies the Commercial General Liability Coverage Form:

Under **2. Exclusions, g. Aircraft, Auto Or Watercraft**, items **(1)** through **(5)** are deleted and replaced by the following:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
  - (a)** Less than 26 feet long, and
  - (b)** Not being used to carry persons or property for a charge;
- (3)** Watercraft that are not sailing vessels and are powered by:
  - (a)** Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an insured;
  - (b)** Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an insured;
  - (c)** One or more outboard engines or motors with 50 total horsepower or less;
  - (d)** One or more outboard engines or motors with more than 50 total horsepower if the outboard engine or motor is not owned by an insured;
  - (e)** Outboard engines or motors of more than 50 total horsepower owned by an insured if:
    - (i)** You acquire them prior to the policy period; and
      - i.** You declare them at policy inception; or
      - ii.** Your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
    - (ii)** You acquire them during the policy period.
- (4)** Watercraft that are sailing vessels, with or without auxiliary power:
  - (a)** Less than 26 feet in overall length;
  - (b)** 26 feet or more in overall length, not owned by or rented to an insured.
- (5)** Watercraft that are stored.
- (6)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (7)** Liability assumed under any "insurance contract" for the ownership, maintenance, or use of aircraft or watercraft; or
- (8)** "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

This exclusion does not apply to "occurrences" of "bodily injury" or "property damage" involving watercraft:

- (a)** That take place on the "insured location"; or
- (b)** That are sustained by a residence "employee" in the course of employment by an insured.

All other terms, conditions and provisions of this policy remain unchanged.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ENHANCED POLLUTANT CLEAN-UP AND REMOVAL**

This endorsement modifies insurance provided under the following:

### **FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS**

Item **6. Pollutant Clean Up And Removal** under **A. Additional Coverages** is deleted and replaced with the following:

#### **6. Pollutant Clean Up And Removal**

We will pay your expenses to extract "pollutants" from land or water if the release, discharge or dispersal of the "pollutants" occurs:

- a.** On or away from the "insured location" and is caused by collision, upset or overturn of a vehicle or trailer that is owned or hired by the "insured"; or
- b.** At the "insured location" caused by or resulting from a Covered Cause of Loss;

if the loss occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss.

The most we will pay under this Additional Coverage is \$100,000 for the sum of all such expenses arising out of all covered losses occurring during each separate 12-month period of this policy.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED AIRCRAFT DUSTING AND SPRAYING COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE FORM  
BASIC FARM PREMISES LIABILITY ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

### **SECTION I – COVERAGES**

The following coverage is added to **SECTION I – COVERAGES** of the Farm Liability Coverage Form or, if applicable, the Commercial General Liability Coverage Form and the Basic Farm Premises Liability Endorsement, as described and limited below:

#### **COVERAGE N – LIMITED AIRCRAFT DUSTING AND SPRAYING COVERAGE**

**1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages for physical injury if:

- (1)** The injury is caused by or results from a substance released from an aircraft while used in crop dusting, seeding, spraying or fertilizing operations performed for you by an independent contractor, and
- (2)** The operations are consistent with normal and usual agricultural practice.

This coverage applies only to physical injury that occurs during the policy period. The physical injury must be caused by an occurrence.

As used in this endorsement, the term physical injury means:

- (1)** Physical injury, sickness or disease sustained by a person, including death or mental anguish at any time resulting from such physical injury, sickness or disease,
- (2)** Physical injury, sickness, disease or damage to domestic animals or growing or harvested crops.

But, physical injury does not include any indirect or consequential damages such as loss, at any time, of market for crops or animals or of use of soil or animals.

- b.** We will have the right and duty to defend any suit seeking damages for covered physical injury. However, we will have no duty to defend any suit seeking damages for physical injury to which this insurance does not apply. We may at our discretion investigate any occurrence and settle any claim or suit that may result. But:

- (1)** The amount we will pay for damages is limited as described below in **3.**, Aggregate Limit of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable Aggregate Limit of Insurance in the payment of judgments or settlements under **LIMITED AIRCRAFT DUSTING AND SPRAYING COVERAGE**.

As used in this endorsement, the term suit means a civil proceeding in which damages because of physical injury to which this insurance applies are alleged. Suit includes:

- (1)** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- (2)** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under:

- (1) Item 1. **Supplementary Payments** of the **ADDITIONAL COVERAGES** in the Farm Liability Coverage Form; or
- (2) If applicable, **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** in the Commercial General Liability Coverage Form.

## 2. Exclusions

**LIMITED AIRCRAFT DUSTING AND SPRAYING COVERAGE** does not apply to:

- a. Physical injury arising out of operations which:
  - (1) Are performed by an unlicensed or improperly licensed contractor; or
  - (2) Are performed at a time or place prohibited by a federal, state or local authority; or
  - (3) Involve the use of a substance prohibited by a federal, state or local authority.
- b. Occurrences in which the aircraft is:
  - (1) Operated by;
  - (2) Owned by; or
  - (3) Rented, leased or loaned to;

you, any other insured or an employee of any insured.
- c. Physical injury expected or intended from the standpoint of the insured.
- d. Physical injury caused by the crash of the aircraft or by fire or spillage or leakage of fuel following a crash.
- e. Any loss, cost or expense:
  - (1) Arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or
  - (2) Arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, chemicals, liquids or gases.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- f. Physical injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - (1) Assumed in a contract or agreement that is an insured contract, provided the physical injury occurs subsequent to the execution of the contract or agreement; or
  - (2) That the insured would have in the absence of the contract or agreement.
- g. Physical injury to growing or harvested crops or domestic animals you own, rent or borrow, or that are otherwise in your care, custody or control.
- h. Physical injury to any member of any insured's household, including but not limited to the spouse, child, fetus, embryo, parent, brother or sister.
- i. Physical injury to anyone who applies agricultural chemicals on any insured's behalf, or to any member of their household, including but not limited to their spouse, child, fetus, embryo, parent, brother or sister.
- j. Physical injury to an employee of any insured arising out of employment by any insured, or to any member of the employee's household, including but not limited to the spouse, child, fetus, embryo, parent, brother or sister of the employee.

This exclusion applies:

- (1) Whether any insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the physical injury.

k. Any obligation of any insured under a worker's compensation, disability benefits or unemployment compensation law or similar law.

3. **AGGREGATE LIMIT OF INSURANCE for LIMITED AIRCRAFT DUSTING AND SPRAYING COVERAGE:** \$25,000.

a. Our total liability for **COVERAGE N – LIMITED AIRCRAFT DUSTING AND SPRAYING COVERAGE** is the Aggregate Limit of Insurance stated above, unless a different Aggregate Limit of Insurance is stated for **COVERAGE N** in the Declarations.

b. The stated Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance.

c. Therefore, the stated Aggregate Limit of Insurance is the most we will pay for the applicable period of time as described in **b.** above, regardless of the number of:

(1) Occurrences;

(2) Insureds;

(3) Claims made or suits brought; or

(4) Persons or organizations making claims or bringing suits.

4. **SECTION III – FARM LIABILITY CONDITIONS** of the Farm Liability Coverage Form applies to **LIMITED AIRCRAFT DUSTING AND SPRAYING COVERAGE**.

If this policy contains the Commercial General Liability Coverage Form, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** apply to **LIMITED AIRCRAFT DUSTING AND SPRAYING COVERAGE**.

5. Words and phrases that appear in boldface in this endorsement have meaning as defined in **SECTION IV – DEFINITIONS** of the Farm Liability Coverage Form, unless otherwise defined in this endorsement.

If this policy contains a Commercial General Liability Coverage Form, the following definitions apply:

a. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your farm premises, maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the Declarations, farming does not include:

(1) Retail activity other than that described above; or

(2) Mechanized processing operations.

b. "Farm premises" means the locations identified as such in the Declarations and operated for farming purposes, and includes the following, provided they are not used or held for rental or for business purposes other than farming:

(1) Buildings used as residences;

(2) Garages;

(3) Stables; and

(4) Individual or family cemetery plots or burial vaults.

c. "Insured location" means:

(1) The farm premises.

6. **Audit**

a. The premium for this coverage is based on your cost. As used here, your cost means the charges you pay during the term of the policy for both the substances and the application of the substances, and includes all applicable taxes.

b. The advance premium for this coverage, as determined by the cost and rate indicated in the Declarations, is an estimated premium only. After each anniversary and upon termination of the policy, you must notify us of your cost during the policy period. We will compute the earned premium

using our rules, rates, rating plans, premiums and minimum premiums that apply to this coverage. If the earned premium we compute is more than the advance premium, you must pay us the difference. If the earned or minimum premium is less than the advance premium, we will refund the difference.

**7. Other Insurance**

If other valid and collectible insurance is available to any insured for a loss we cover under **LIMITED AIRCRAFT DUSTING AND SPRAYING COVERAGE**, our obligations are limited as follows:

- a. (1)** Except when paragraph **(b)** below applies, this insurance is excess over any other liability insurance available to any insured whether that other insurance is written as primary, excess, contingent or on any other basis.
- (2)** This insurance will not be excess over other insurance only when that other insurance is purchased by the insured to apply and specifically states that it applies in excess of the limits of insurance shown in the Declarations of this coverage.
- b.** When this insurance is excess, we will have no duty under this coverage to defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, and we have an obligation to do so, then we will undertake such defense, and we will be entitled to enforce the insured's rights against all other insurers.
- c.** Because this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (2)** The total of all deductible and self-insured amounts under all other insurance.

Attached to and forming part of Policy Number: 27-FLP-2-1999501

Issued to: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A)

By: Eagle West Insurance Company

At its Agency located (city and state) Corvallis, OR

Date of Endorsement: 03/01/2019

## LIMITED LIABILITY COMPANY ENDORSEMENT

If the named insured, as designated in the Declarations, is shown as a Limited Liability Company ("LLC"), you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

No newly acquired or newly formed Limited Liability Company will automatically qualify as a named insured. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or Limited Liability Company that is not shown as a Named Insured in the Declarations.

All other terms and conditions of this policy remain unchanged.

\_\_\_\_\_  
Agent



POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – VENDORS**

This endorsement modifies insurance provided under the following:

### **FARM LIABILITY COVERAGE PART**

#### **SCHEDULE \***

**Name of Person or Organization (Vendor):**

**Your Products:**

\* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (referred to below as “vendor”) shown in the Schedule, but only with respect to “bodily injury” or “property damage” arising out of “your products” shown in the Schedule which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE \***

**Name of Person or Organization:**

\* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE FORM  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY**

### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PATHOGENIC ORGANISMS EXCLUSION  
SPECIFICALLY EXCEPTED PERIL  
For Farm Property**

With respect to this endorsement, all other provisions of the policy apply unless modified by this endorsement.

This endorsement modifies insurance provided under the following:

**CAUSES OF LOSS FORM – FARM PROPERTY**

**FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD**

**PERSONAL PROPERTY COVERAGE FORM**

**FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM**

**FARM PROPERTY – BARN, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM**

**FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS,  
DEFINITIONS**

**CAUSES OF LOSS FORM – FARM PROPERTY**

The following modifies the **CAUSES OF LOSS FORM – FARM PROPERTY**:

Under **D. Covered Causes of Loss – Special**, Item 1.w.(2), "(2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;" is deleted and replaced by the following:

- (2) Rust, corrosion, decay, deterioration, hidden or latent defect, or any quality in property that causes it to damage or destroy itself;

**Under E. Exclusions**

The following exclusion is added to Section **E. Exclusions**:

10. We do not insure for loss or damage caused by, resulting from, contributing to, or made worse by the actual, alleged, or threatened presence of any **pathogenic organism**, all whether direct or indirect, proximate or remote, or in whole or in part caused by, contributed to, or aggravated by any physical damage insured by this policy.

**"Pathogenic Organisms"** means any bacteria, yeast, mildew, virus, fungi, mold, or their spores, mycotoxins, or other metabolic products.

However, if we have paid for a covered loss under **SECTION I – COVERAGES, COVERAGE A – DWELLINGS**, and as a result of said loss an ensuing damage(s) from a **pathogenic organism** occurs within 180 days, we will pay up to **\$7,500** to clean up or otherwise remove the **pathogenic organisms**. This is the most we will pay, including any testing costs.

Conditions:

1. The ensuing damage(s) from a **pathogenic organism** must be reported to us within 180 days of the date of the covered loss, and
2. The premise(s) loss location must be shown in the Declarations at the time of loss.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – FARM LIABILITY**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE FORM**

<b>SCHEDULE *</b>		
<b>1. a.</b>	Person or organization from whom you lease land:	
<b>b.</b>	Description and location of land (specify part leased to you):	
<b>2. a.</b>	Person or organization who is lessor or real estate manager of premises leased to you:	
<b>b.</b>	Description and location of premises (specify part leased to you):	
<b>3. a.</b>	Independently contracting operator-manager of a farm owned by or leased to you:	
<b>b.</b>	Description and location of farm (as shown on Declarations unless acquired during policy period):	
<b>4. a.</b>	Person or organization from whom you lease equipment:	
<b>b.</b>	Location of leased equipment:	
<b>c.</b>	Description of leased equipment:	
<b>5. a.</b>	Vendor who sells or distributes "your products" to other third parties:	
<b>b.</b>	Description of "your products" sold or consigned to vendor:	
<b>6. a.</b>	Non-resident co-owner of a residence away from the farm premises:	
<b>b.</b>	Description and location of the residence:	
<b>7.</b>	Person(s) or organization(s) that exercises financial control over you:	
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.		

The insurance described by any of the following items, **A.** through **E.**, does not apply unless the required entries have been made in the applicable item(s) of the Schedule.

- A.** The definition of "insured" is amended to include the person(s) or organization(s) named in item(s) **1.a.**, **2.a.** and **3.a.** of the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of land and premises owned by or leased to you and designated in the Schedule respectively as items **1.b.**, **2.b.** and **3.b.**

The insurance provided under this endorsement does not apply to:

- Any "occurrence" that takes place after the expiration of the lease of land or premises described in item **1.b.** or **3.b.** of the Schedule;
- Any "occurrence" that takes place after you cease to be a tenant on the premises described in item **2.b.** of the Schedule;
- Structural alterations, new construction or demolition operations performed by or on behalf of any person or organization described in item **1.a.** or **2.a.** of the Schedule; or
- "Bodily injury" to any "residence employee" of any person or organization named in the Schedule when the "bodily injury" arises out of or in the course of the employee's employment by the person or organization.

- B.** The definition of "insured" is amended to include the person or organization named in item **4.a.** of the Schedule, but only with respect to liability arising out of the maintenance, operation or use by you of equipment:
1. Leased to you by that person or organization;
  2. Located on the premises designated in item **4.b.** of the Schedule; and
  3. Described in item **4.c.** of the Schedule.

The insurance provided under this endorsement does not apply to:

- a. Any "occurrence" that takes place after the equipment lease expires; or
- b. "Bodily injury" or "property damage" arising out of the sole negligence of the person or organization named in item **4.a.** of the Schedule.

- C.** The definition of "insured" is amended to include the person or organization named in item **5.a.** of the Schedule (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" that are:

1. Distributed or sold in the regular course of the vendor's business; and
2. Described in item **5.b.** of the Schedule.

The insurance provided under this endorsement does not apply to:

- a. Any express warranty unauthorized by you;
- b. Any physical or chemical change in the product made intentionally by the vendor;
- c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, and then repackaged in the original container;
- d. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products; or
- e. Products that, after distribution or sale by you, have been labeled or relabeled or used by or for the vendor as a container, part or ingredient of any other thing or substance.

The insurance provided under this endorsement does not apply to any person or organization that is an "insured" and from whom you have acquired products described in item **5.b.** of the Schedule or to any ingredient, part of container entering into, accompanying or containing them.

- D.** The definition of "insured" is amended to include the person or organization named in item **6.a.** of the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of the premises designated in item **6.b.** of the Schedule.

The insurance provided under this endorsement does not apply to "bodily injury" to any "residence employee" of any person or organization named in the Schedule when the "bodily injury" arises out of or in the course of the employee's employment by the person or organization.

- E.** The definition of "insured" is amended to include the person(s) or organization(s) named in item **7.** of the Schedule, but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy those premises.

The insurance provided under this endorsement does not apply to structural alterations, new construction or demolition operations performed by or on behalf of any person or organization named in item **7.** of the Schedule.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – CROSS SUITS**

This endorsement modifies insurance provided under this policy.

This policy does not apply to Bodily Injury, Personal Injury, Advertising Injury or Property Damage sustained by any insured when such Bodily Injury, Personal Injury, Advertising Injury or Property Damage arises out of the activities or operations of any other insured.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – MIGRANT AND SEASONAL AGRICULTURAL WORKER  
PROTECTION ACT**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE FORM  
FARM EMPLOYERS LIABILITY AND FARM EMPLOYEES MEDICAL PAYMENTS INSURANCE  
ENDORSEMENT  
BASIC FARM PREMISES LIABILITY ENDORSEMENT  
BROAD FARM PREMISES LIABILITY ENDORSEMENT**

This insurance does not apply to damages awarded under:

- A.** The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.) (hereinafter "MSAWPA");
- B.** Any law, due to violation of the MSAWPA; or
- C.** Any regulation promulgated pursuant to the MSAWPA.



POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – EMPLOYMENT-RELATED PRACTICES**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE FORM  
PERSONAL LIABILITY ENDORSEMENT  
FARM EMPLOYERS LIABILITY AND FARM EMPLOYEES MEDICAL PAYMENTS INSURANCE  
ENDORSEMENT**

**A.** The following exclusion is added to the Exclusions under:

1. Coverage **H** in the Farm Liability Coverage Form;
2. Coverage **A** in the Personal Liability Endorsement; and
3. **Farm Employers Liability (SECTION I)** in the Farm Employers Liability and Farm Employees Medical Payment Insurance Endorsement:

This insurance does not apply to "bodily injury" to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or
  - (3) Employment related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

- a. Whether the "insured" may be held liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

**B.** The following exclusion is added to the Exclusions under:

1. Coverage **I** in the Farm Liability Coverage Form; and
2. Coverage **B** in the Personal Liability Endorsement:

This insurance does not apply to "personal injury" to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or
  - (3) Employment related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

- a.** Whether the "insured" may be held liable as an employer or in any other capacity; and
- b.** To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FARM COMPUTER COVERAGE**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD  
PERSONAL PROPERTY COVERAGE FORM  
FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS FORM – FARM PROPERTY  
FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS,  
DEFINITIONS**

**SCHEDULE \***

<b>Scheduled "Electronic Data Processing Equipment"</b>			
<b>"Insured Location" No.</b>	<b>Building No. (Optional)</b>	<b>Description Of Equipment</b>	<b>Limit Of Insurance</b>
<b>Scheduled "Electronic Media And Records"</b>			
<b>"Insured Location" No.</b>	<b>Building No. (Optional)</b>	<b>Limit Of Insurance</b>	
<b>Blanket "Electronic Data Processing Equipment"</b>			<b>Limit Of Insurance</b>
<b>Blanket "Electronic Media And Records"</b>			<b>Limit Of Insurance</b>

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A. Coverage****1. The following insuring agreement is added:**

We will pay for direct physical loss of or damage to the "electronic data processing equipment" and "electronic media and records" shown in the Schedule, at the "insured location" shown in Schedule or elsewhere as expressly provided in the endorsement, caused by or resulting from a Covered Cause Of Loss.

**2. Subject to A.1. above, "electronic data processing equipment" and "electronic media and records" may include leased personal property that you are contractually obligated to insure, and property of others that is otherwise in your care, custody or control. Our payment for loss or damage to personal property of others, including leased property, will only be for the account of the owner of the property.****3. "Electronic data processing equipment" and "electronic media and records" which are covered under this endorsement, as indicated in the Schedule, are not covered under Coverage C of the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, or Coverage E or F of the Farm Property – Farm Personal Property Coverage Form.****4. Property Not Covered**

This endorsement does not cover:

- a. Property held as samples, held for rental or sale or that you rent to others;
- b. "Electronic data processing equipment" permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration; or
- c. Accounts, bills, evidences of debt and valuable papers and records, unless in "converted data" form.

**5. Coverage Extensions****a. Property Away From The Designated "Insured Location"**

Coverage under this endorsement is extended to apply to:

- (1) "Electronic data processing equipment" and "electronic media and records" shown in the Schedule, while at a location other than the applicable "insured location" shown in the Schedule. This extension expires 90 days after the property is moved to the other

location, or when this policy expires, whichever comes first.

- (2) Duplicate (backup) "electronic media or records" stored at least 100 feet away from the building where the originals are housed, provided the originals are covered under this endorsement.

Payment under this Coverage Extension **5.a.** is limited to 25% of the applicable Limit of Insurance shown in the Schedule. This is not additional insurance.

**b. Property In Transit**

Coverage under this endorsement is extended to apply to "electronic data processing equipment" and "electronic media and records" while in transit in the coverage territory. The most we will pay in any one occurrence of loss or damage under the Coverage Extension **5.b.** is:

- (1) \$100,000; or
- (2) The applicable Limit of Insurance shown in the Schedule;

whichever is less. This is not additional insurance.

Exclusion **E.2. – Earth Movement** and Paragraph **a.** of Exclusion **E.9. – Water** do not apply to this Coverage Extension **5.b.**

**B. Covered Causes Of Loss And Exclusions**

The property identified in the Schedule is subject to the Special Covered Causes Of Loss and Exclusions as set forth in Section **D.** and **E.** of the Causes Of Loss Form – Farm Property, except as modified below.

**1. Paragraph u.(1) of Exclusion D.1. is replaced by the following exclusion:**

We will not pay for loss or damage to "electronic media and records" caused by or resulting from artificially generated electrical current, including electrical arcing and power surge, or interruption of electrical power supply, including blackout and brownout.

This exclusion does not apply to "electronic data processing equipment."

**2. Paragraph (6) of Exclusion D.1.w. is replaced by the following exclusion:**

We will not pay for loss or damage caused by or resulting from mechanical breakdown, including rupture or bursting caused by centrifugal force. But this exclusion does not apply to loss or damage to "electronic

media and records" caused by or resulting from mechanical breakdown of the "electronic data processing equipment" while the media are being run through the equipment.

3. Paragraphs (7) and (8) of Exclusion **D.1.w.** are replaced by the following exclusion:

We will not pay for loss or damage caused by or resulting from dampness or dryness of atmosphere, or changes in or extremes of temperature, unless these conditions are caused by failure of air conditioning or humidity control devices which are part of or are used with the "electronic data processing equipment."

4. Exclusions **D.1.v.**, **D.1.w.(3)** and **D.1.w.(5)** do not apply to the coverage provided under this endorsement.

5. Exclusion **E.6., Utility Services**, does not apply to loss or damage to "electronic data processing equipment."

6. The following exclusions are added. We will not pay for loss or damage caused by or resulting from:

- a. Human errors or omissions in processing, recording or storing information on "electronic media and records";
- b. Failure or malfunction of "electronic media and records" while the media are being run through "electronic data processing equipment," unless such failure or malfunction is due to mechanical breakdown of the "electronic data processing equipment";
- c. Installation, testing, repair or other similar service performed on "electronic data processing equipment" or "electronic media and records"; and
- d. Electronic or magnetic injury to, or disturbance of, electronic recordings, unless caused by lightning or mechanical breakdown of the "electronic data processing equipment."

But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

#### 7. Limitation

We will not pay more than \$2,500 over the deductible amount shown in the Declarations for loss or damage caused by or resulting from electronic or magnetic erasure of electronic recordings. But this limitation does not apply to loss or damage caused by lightning or mechanical

breakdown of the "electronic data processing equipment."

#### C. Additional Coverages

The following Additional Coverages, as set forth in the forms listed below, apply to the coverage provided under this endorsement:

1. Debris Removal (in Section **A.** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions).
2. Reasonable Repairs (in Section **A.** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions).
3. Damage To Property Removed For Safekeeping (in Section **A.** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions).
4. Fire Department Service Charge (in Section **A.** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions).
5. Cost Of Restoring Farm Operations Records (In Section **III** of the Farm Property – Farm Personal Property Coverage Form).
6. Extra Expense (in Section **III** of the Farm Property – Farm Personal Property Coverage Form), except that the first paragraph of this Additional Coverage is replaced by the following:  
  
We will pay, up to \$2,500, the actual and necessary expenses you incur to resume normal farming operations interrupted as the result of direct physical loss of or damage to Covered Property by a Covered Cause Of Loss. Payment of Extra Expense will be additional insurance.
7. Collapse (in Section **A.** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions).

#### D. Deductible

Section **E., Deductible**, of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions applies to payment for loss or damage covered under this endorsement.

#### E. Conditions

In addition to the Common Policy Conditions, the following Conditions apply to the coverage provided under this endorsement:

1. The Farm Property Conditions (Loss Conditions and General Conditions) as set forth in Section **B.** of the Farm Property – Other Farm Provisions Form – Additional

Coverages, Conditions, Definitions, except that Paragraph **a.** of Loss Condition **8.** Other Insurance does not apply;

2. Coverage **E** Loss Condition **B.5.**, Coverage Territory of the Farm Property – Farm Personal Property Coverage Form; and

3. **Valuation**

- a. In the event of loss of or damage to "electronic data processing equipment," we will settle at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.
- b. In the event of loss or damage to "electronic media and records" (with the exception of data stored on such media), we will settle at their replacement value:
  - (1) As prepackaged software programs; or
  - (2) In unexposed or blank form;
 whichever is greater.
- c. With respect to restoration of data stored on electronic media, the Additional Coverage – Cost Of Restoring Farm Operations Records applies.

## F. Definitions

With respect to the coverage provided under this endorsement, the following are added to Section **C. – Definitions** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions:

1. "Converted data" means information that is stored on electronic media and that is capable of being communicated, processed or interpreted by "electronic data processing equipment."
2. "Electronic data processing equipment" means:
  - a. Programmable electronic equipment (hardware) that is used to store, retrieve and process data; and
  - b. Associated peripheral equipment that provides communication, including input and output functions such as printing, or auxiliary functions such as data transmission.
3. "Electronic media and records" means:
  - a. Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
  - b. Data stored on such media; and
  - c. Programming records used for "electronic data processing equipment" or electronically controlled equipment.

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## CAUSES OF LOSS FORM – FARM PROPERTY

Words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

### A. Covered Causes Of Loss

Covered Causes of Loss means the causes as described and limited under either **B.** or **C.** or **D.** below in accordance with a corresponding entry of either Basic or Broad or Special, respectively, on the Declarations opposite each Coverage or property to which this insurance applies. Covered Causes of Loss are also limited by the Exclusions in Section **E.**

However, certain property is covered only for particular causes of loss, as listed under the following items: the Coverage Extension to Coverage **A**; **1.b.**, **1.c.(2)**, **1.e.**, **1.k.**, **1.l.**, **1.m.**, **1.n.** and **1.o.** of Coverage **E** Covered Property; **1.b.(2)** of Coverage **F** Covered Property; **F.** of the Coverage Extensions to Coverage **F**; and **B.** of the Coverage Extensions to Coverage **G**.

### B. Covered Causes Of Loss – Basic

Subject to the provisions in Section **A.**, when Basic is shown in the Declarations, Covered Causes of Loss means the following:

#### 1. Fire Or Lightning

We will not pay for loss of or damage to buildings, or contents usual to a tobacco barn, if that loss or damage:

- a. Results from the use of open fire for curing or drying tobacco in the barn; and
- b. Occurs during, or within the 5-day period following, open-fire curing or drying.

#### 2. Windstorm Or Hail, but not including:

- a. Frost or cold weather;
- b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
- c. Loss of or damage to:
  - (1) The interior of any building or structure, or the property inside a building or structure, caused by rain, snow, sleet, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters; or

- (2) Watercraft or their trailers, furnishings, equipment or outboard motors unless within a fully enclosed building.

#### (3) Under Coverage **E** or Coverage **F**:

- (a) "Livestock" or "poultry" when caused by running into streams, ponds or ditches, or against fences or other objects; or from smothering; or resulting directly or indirectly from fright;
- (b) "Livestock" or "poultry" when caused by freezing or smothering in blizzards or snowstorms; or
- (c) Dairy or farm products in the open other than hay, straw or fodder.

#### 3. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages of such a vessel from which the gases of combustion pass.

But under Coverages **E**, **F** and **G** this cause of loss does not include loss or damage caused by or resulting from:

- a. Explosion of alcohol stills, steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- b. Electric arcing;
- c. Rupture or bursting of water pipes;
- d. Rupture, bursting or operation of pressure relief devices; or
- e. Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water.

#### 4. Riot Or Civil Commotion, including:

- a. Acts of striking employees while occupying the "insured location"; and
- b. Looting occurring at the time and place of a riot or civil commotion.

#### 5. Aircraft, meaning only loss or damage caused by or resulting from:

- a. Contact of an aircraft, spacecraft or self-propelled missile with Covered Property



or with a building or structure containing Covered Property; or

b. Objects falling from aircraft.

6. **Vehicles**, meaning only loss or damage caused by contact of a vehicle, or of an object thrown up by a vehicle, with Covered Property or with a building or structure contain Covered Property.

This cause of loss does not include loss or damage to:

- a. "Livestock"; or  
b. A fence, driveway or walk.

However, we will provide coverage under this cause of loss if the fence, driveway or walk is appurtenant to a covered "dwelling" and the vehicle that caused the loss or damage was not owned or operated by a resident of the "dwelling."

7. **Smoke**, causing sudden and accidental loss or damage.

This cause of loss does not include loss or damage by smoke from agricultural smudging or industrial operations.

## 8. **Vandalism**

This cause of loss does not include loss of or damage to:

- a. A building or structure, or its contents, if the building or structure has been "vacant" for more than 30 consecutive days immediately before the loss.  
b. Any device or instrument, for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:

- (1) Covered Property; and  
(2) Permanently installed in the motor vehicle or mobile agricultural vehicle.

- c. While in or upon a motor vehicle or mobile agricultural vehicle, any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle.

9. **Theft**, including attempted theft and loss of property from a known location when it is likely that the property has been stolen.

This cause of loss does not include loss caused by or resulting from theft:

- a. Due to unauthorized instructions to transfer property to any person or to any place;

- b. Under Coverage **A, B or G**:

In or from a building or structure under construction, or of materials and supplies for use in such construction, until the building or structure is completed and occupied;

- c. Under Coverage **A, B or C**:

(1) From that part of your principal residence, including its grounds and appurtenant structures, which you rent to someone who is not an "insured";

(2) With respect to household personal property away from the "insured location," of:

- (a) Property at any residence owned by, rented to, or occupied by, an "insured," except while an "insured," is temporarily residing there.

But property of a student who is an "insured" is covered at a residence away from home provided the student has been there at any time during the 45 days immediately preceding the loss;

- (b) Any watercraft, its furnishings, equipment or outboard motors; or

- (c) Trailers or campers.

- d. Under Coverage **E or F**:

(1) Discovered on taking inventory;

(2) Due to wrongful conversion or embezzlement;

(3) Due to disappearance of any "farm personal property" unless there is evidence that the property was stolen; or

(4) Due to acceptance of counterfeit money, fraudulent post office or express money orders, or checks or promissory notes not paid upon presentation.

- e. Of any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:

- (1) Covered Property; and



(2) Permanently installed in the motor vehicle or mobile agricultural vehicle.

- f. While in or upon a motor vehicle or mobile agricultural vehicle, of any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle.

**10. Sinkhole Collapse**, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man-made underground cavities.

**11. Volcanic Action**, meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

This cause of loss does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the Covered Property.

## **12. Collision – Coverages E And F Only**

### **a. Causing Damage To Covered Farm Machinery**

We will pay for loss of or damage to covered farm machinery caused by collision or overturn of that machinery. Collision means accidental contact of the farm machinery with another vehicle or object.

Under this cause of loss we will not pay for loss or damage:

- (1) To tires or tubes unless the damage is coincidental with other damage to the farm machinery or implement;
- (2) Caused by contact between a tractor and implement during towing, hitching or unhitching;

(3) Caused by foreign objects taken into any farm machine or mechanical harvester; or

(4) Caused by contact of farm machinery with the roadbed or ground.

### **b. Causing Death Of Covered Livestock**

We will pay for loss of covered "livestock" caused by:

- (1) Collision or overturn of a vehicle on which the "livestock" are being transported. Collision means accidental contact of that vehicle with another vehicle or object; or
- (2) "Livestock" running into or being struck by a vehicle while the "livestock" are crossing, moving along or standing in a public road.

But we will not pay for loss if a vehicle owned or operated by an "insured":

- (1) Collides with the vehicle on which the "livestock" are being transported; or
- (2) Strikes "livestock" crossing, moving along or standing in a public road.

### **c. Causing Damage To Other Farm Personal Property**

We will pay for loss of or damage to covered "farm personal property" (other than that described in **a.** or **b.** above) in or upon a motor vehicle, caused by collision or overturn of that vehicle. Collision means accidental contact of the motor vehicle with another vehicle or object.

## **13. Earthquake Loss To "Livestock"**

**14. Flood Loss To "Livestock,"** meaning only loss or damage caused by or resulting from flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

## **C. Covered Causes Of Loss – Broad**

Subject to the provisions in Section **A.**, when Broad is shown in the Declarations, Covered Causes of Loss means the Covered Causes of Loss under Section **B.** Covered Causes of Loss – Basic, plus the following:

### **15. Electrocution Of Covered Livestock**

### **16. Attacks On Covered Livestock By Dogs Or Wild Animals**

This cause of loss does not include loss or damage:

- a. To sheep; or

- b. Caused by dogs or wild animals owned by you, your employees or other persons residing on the "insured location."

#### **17. Accidental Shooting Of Covered Livestock**

This cause of loss does not include loss or damage caused by you, any other "insured," your employees, or other persons residing on the "insured location."

#### **18. Drowning Of Covered Livestock From External Causes**

This cause of loss does not include loss resulting from the drowning of swine under 30 days old.

#### **19. Loading/Unloading Accidents**, meaning sudden, unforeseen and unintended events causing or necessitating death of covered "livestock" and occurring while they are being unloaded from or loaded into vehicles used or to be used to transport them.

This cause of loss does not include loss caused by or resulting from disease.

#### **20. Breakage Of Glass Or Safety Glazing Material** that is part of a building or structure, storm door or storm window.

Under this cause of loss, we will not pay for loss if the building or structure which contained the glass, including door or window glass, has been "vacant" for more than 30 consecutive days immediately before the loss.

#### **21. Falling Objects**

But we will not pay for loss or damage to:

- a. Personal property in the open;
- b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object; or
- c. The falling object itself.

#### **22. Weight Of Ice, Snow Or Sleet** causing damage to a building or to any property inside a building.

But under this cause of loss we will not pay for loss by pressure or weight of water in any form, whether driven by wind or not, to any:

- a. Foundation or retaining wall;
- b. Pavement or patio;
- c. Awning;
- d. Fence;
- e. Outdoor equipment;

- f. Swimming pool; or

- g. Bulkhead, dock, pier or wharf.

#### **23. Sudden And Accidental Tearing Apart**, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective system, or an appliance for heating water.

Under this cause of loss we will not pay for loss or damage caused by or resulting from freezing.

#### **24. Accidental Discharge Or Leakage Of Water Or Steam** from within a plumbing, heating, air conditioning or other system or appliance that is located on the "insured location" and contains water or steam.

Under this cause of loss we will pay for loss of or damage to covered personal property provided that Broad is shown in the Declarations for the coverage applicable to that personal property. If any part of a building or structure to which Coverage **A**, **B** or **G** applies must be torn out and replaced so that repairs can be made to the damaged system or appliance, we will also pay the necessary costs involved, provided that Broad is shown in the Declarations for the coverage applying to that building or structure.

We will not pay:

- a. For loss or damage caused by discharge or leakage from a sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
- b. The cost to repair any defect that caused the loss or damage;
- c. For loss or damage caused by discharge or leakage in a building or structure "vacant" for more than 30 consecutive days immediately before the loss; or
- d. For loss or damage caused by or resulting from freezing.

#### **25. Freezing** of a plumbing, heating, air conditioning or automatic fire protective system or of a household appliance.

Under this cause of loss, we will not pay for loss or damage which occurs while a building or structure is "vacant," unoccupied" or being constructed, unless you have used reasonable care to:

- a. Maintain heat in the building or structure; or
- b. Shut off the water supply and drain the system or appliance of water.

**26. Sudden and Accidental Damage** from artificially generated electrical current – Applicable Only to Coverages **A, B, C** and **D**.

This cause of loss does not include loss of or damage to tubes, transistors or similar electronic components.

**D. Covered Causes of Loss – Special**

Subject to the provisions in Section **A**., when Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is excluded in the following paragraphs or in Section **E**. Exclusions.

**1.** We will not pay for loss or damage caused by or resulting from:

**a.** Fire, if that loss or damage is sustained by buildings or contents usual to tobacco barns as the result of using open fire for curing or drying tobacco in the barn, and occurs:

- (1)** While tobacco is being fired; or
- (2)** Within the 5-day period following tobacco firing in the barn.

**b.** Collapse, except as provided in the Additional Coverage entitled Collapse. But if collapse results in a Covered Cause of Loss at the "insured location," we will pay for the loss or damage caused by that Covered Cause of Loss.

**c.** Windstorm or hail to:

- (1)** Dairy or farm products in the open;
- (2)** Watercraft or their trailers, furnishings, equipment or outboard motors, unless within a fully enclosed building.

**d.** Rain, snow, ice or sleet to personal property in the open;

**e.** Rain, snow, sleet, sand or dust, whether driven by wind or not, to the interior of any building or structure or the property inside a building or structure, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters;

**f.** Freezing, thawing, or pressure or weight of water or ice whether or not driven by wind, to any:

- (1)** Foundation or retaining wall;
- (2)** Pavement or patio;
- (3)** Fence;
- (4)** Swimming pool; or
- (5)** Bulkhead, dock, pier or wharf.

**g.** Discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective system or from within a household appliance:

**(1)** That occurs on the "insured location," but is caused by discharge that takes place off the "insured location";

**(2)** Caused by or resulting from freezing, and occurring in a building or structure that is "vacant," "unoccupied," or being constructed, unless you have used reasonable care to:

**(a)** Maintain heat in the building or structure; or

**(b)** Shut off the water supply and drain the system or appliance of water.

**(3)** Due to any cause other than freezing and occurring in a building or structure "vacant" for more than 30 consecutive days immediately before the loss.

**h.** Any of the following occurrences, if they take place in buildings or structures covered under Coverage **G** or if the property destroyed or damaged is "farm personal property":

**(1)** Explosion of alcohol stills, steam boilers, steam pipes or steam engines, if you own, lease or operate them;

**(2)** Conditions or events (other than explosions) inside hot water boilers or other heating equipment, to the extent that they cause loss or damage to these boilers or equipment;

**(3)** Rupture, bursting or operating of pressure relief devices; or

**(4)** Rupture or bursting due to expansion of the contents of any building or structure, if the expansion is caused by or results from water.

But this exclusion does not apply to loss or damage caused by explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

**i.** Under Coverage **A, B** or **C**, theft from that part of your principal residence, including its grounds and appurtenant

structures, which you rent to someone who is not an "insured";

- j. Under Coverage **B** or **G**, theft in or from a building or structure under construction, or of materials and supplies for use in such construction until the building or structure is completed and occupied;

- k. Under Coverage **A**, **B** or **C**, theft of the following property away from the "insured location":

- (1) Property at any residence owned by, rented to, or occupied by, an "insured," except while an "insured" is temporarily residing there.

But we will pay for loss by theft of the property of a student who is an "insured" from a residence away from home, provided the student was there at any time during the 45 days immediately preceding the loss.

- (2) Any watercraft, its furnishings, equipment or outboard motors; or

- (3) Trailers or campers;

- l. Inventory shortage;

- m. Disappearance of any "farm personal property" or portable building or structure unless there is evidence that the property was stolen;

- n. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense;

- o. Unauthorized instructions to transfer property to any person or to any place;

- p. Theft of or vandalism to:

- (1) Any device or instrument, for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:

- (a) Covered Property; and

- (b) Permanently installed in the motor vehicle or mobile agricultural vehicle.

- (2) While in or upon a motor vehicle or mobile agricultural vehicle, any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or

pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle.

- q. Vandalism or breakage of glass or safety glazing material, if the building or structure was "vacant" for more than 30 consecutive days immediately before the loss.

- r. Dishonest or criminal acts committed by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose, regardless of whether:

- (1) That person acts alone or in collusion with others; or

- (2) The act is committed during the hours of employment.

This exclusion does not apply to loss by acts of destruction committed by your striking employees (including leased employees), but it does apply to employee (including leased employee) theft.

- s. Transport of "farm personal property," except to the extent of the coverage afforded under Covered Causes of Loss – Basic and Broad.

- t. Any cause included in the following list if that loss or damage is sustained by farm machinery:

- (1) Collision, upset or overturn of farm machinery or equipment, to the extent of any loss of or damage to the tires or inner tubes of such machinery or equipment. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same machinery or equipment.

- (2) Contact between a tractor and an implement during towing, hitching or unhitching operations.

- (3) Foreign objects being taken into any farm machine or mechanical harvester.

- (4) Contact of farm machinery with the roadbed or ground, causing loss of or damage to that machinery.

However, this Exclusion, (4), does not apply if:

- (a) Contact with the roadbed or ground results from collision or

overturn of covered farm machinery, or from collision or overturn of a vehicle on which the covered farm machinery is being transported. Collision means accidental contact of the farm machinery with another vehicle or with an object. For the purpose of this coverage, the roadbed or ground does not qualify as an object; or

- (b) The incident causing the loss or damage to covered farm machinery occurs on land other than a roadway, highway or other paved or gravelled surface. The deductible for such loss or damage is the applicable deductible shown in the Declarations, or \$500, whichever is greater.

Covered farm machinery does not include farm machinery being transported by a common or contract carrier, except to the extent that coverage is provided under the Coverage E or Coverage F Coverage Extension for Property in the Custody of a Common or Contract Carrier.

- u. Artificially generated electric current, including electric arcing, that disturbs:

- (1) Any electrical devices, appliances or wires; or
- (2) Under Coverages A, B, C and D, and tubes, transistors or similar electronic components.

But:

- (1) Under Coverages A, B, C and D, we will pay for loss of or damage to electric devices, appliances or wires, provided the damage is sudden and accidental.
- (2) If artificially generated electric current results in fire, we will pay for the loss or damage caused by that fire.

- v. Smoke, vapor or gas from agricultural smudging or industrial operations, to any building, structure or personal property.

- w. The following causes of loss to any building, structure or personal property:

- (1) Wear and tear;
- (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect

or any quality in property that causes it to damage or destroy itself;

- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, vermin, rodents, insects or domestic animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (7) Dampness or dryness of atmosphere;
- (8) Changes in temperature or extremes of heat or cold, including freezing. But this exclusion does not apply to freezing of a plumbing, heating, air conditioning or automatic fire protective system or freezing of a household appliance, if you have used reasonable care to:
  - (a) Maintain heat in the building or structure; or
  - (b) Shut off the water supply and drain the system or appliance of water;
- (9) Marring or scratching.

But if an excluded cause of loss that is listed in w.(1) through w.(9) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- 2. We will not pay for loss or damage caused by or resulting from any of the following, 2.a. through 2.c. But if an excluded cause of loss that is listed in 2.a. through 2.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Section E. Exclusions, to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
  - (1) Planning, zoning, development, surveying, siting;



- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or
  - (4) Maintenance; of part or all of any property on or off the "insured location."
3. We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss." But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss," we will pay for the loss or damage caused by that "specified cause of loss."

#### E. Exclusions

The following Exclusions apply when any or all of the Covered Causes of Loss, Basic, Broad or Special, are specified in the Declarations.

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

##### 1. Ordinance Or Law

The enforcement of any ordinance or law:

- a. Regulating the construction, use or repair of any property; or
- b. Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

- a. An ordinance or law that is enforced even if the property has not been damaged; or
- b. The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

##### 2. Earth Movement

- a. Any earth movement (other than sinkhole collapse), such as earthquake, landslide, mine subsidence or earth sinking, rising or shifting. This exclusion applies whether the earth movement is

caused by human or animal forces or any act of nature.

But:

- (1) If earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion; or
- (2) If loss or damage to:
  - (a) Farm machinery, vehicles and equipment covered for the Special Causes of Loss; or
  - (b) "Livestock";
 is caused by earthquake, this Earth Movement exclusion does not apply to such loss or damage.
- b. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or volcanic action, we will pay for the loss or damage caused by that fire or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (1) Airborne volcanic blast or airborne shock waves;
- (2) Ash, dust or particulate matter; or
- (3) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to Covered Property.

##### 3. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

##### 4. Intentional Loss

We will not pay for loss or damage arising out of any act committed:

- a. By or at the direction of any "insured"; and
- b. With the intent to cause a loss.

**5. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**6. Utility Services**

The failure of power or other utility service supplied to the "insured location," however caused, if the failure occurs away from the "insured location," except as provided under Coverage C.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

**7. Neglect**

Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

**8. War And Military Action**

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**9. Water**

- a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- b. Mudslide or mudflow;
- c. Water that backs up or overflows from a sewer, drain or sump; or
- d. Water under the ground surface pressing on, or flowing or seeping through:
  - (1) Foundations, walls, floors or paved surfaces;
  - (2) Basements, whether paved or not; or
  - (3) Doors, windows or other openings.

But:

- (1) If water, as described in **9.a.** through **d.** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage; or
- (2) If loss or damage to:
  - (a) Farm machinery, vehicles and equipment covered for the Special Causes of Loss; or
  - (b) "Livestock";
 is caused by water as described in **9.a.** above, this Water exclusion does not apply to such loss or damage.

Exclusions **E.1.** through **E.9.** apply whether or not the loss event results in widespread damage or affects a substantial area.

**OUTBOARD MOTOR and/or BOAT FLOATER 993**

Attached to and forming part of Policy Number: 27-FLP-2-1999501

Issued to: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A)

Located (city and state)

This insurance is limited to that property named in the schedule below:

**DESCRIPTION OF PROPERTY****AMOUNT OF INSURANCE**

SEE DECLARATIONS

SEE DECLARATIONS

Accessories: accessories consisting principally of anchors, cushions, lights, fuel containers, life preservers, fire extinguishers, horns and similar property, while such property is attached to, or contained in, or on, the boat(s) insured hereunder.

**TOTAL** SEE DECLARATIONS

**PERILS INCLUDED:**

This policy insures against All Risks of direct physical loss or damage from any external cause, except as hereinafter provided.

**SPECIAL CONDITIONS**

1. **TERRITORIAL LIMITS** – This insurance covers while afloat or ashore only while within the limits of Continental United States or Canada.
2. **TRANSFER OR INTEREST** – Except for assignment by the vendor, this insurance shall be void in case this Policy or the interest insured thereby shall be sold, assigned, transferred or pledged without the previous consent in writing of this Company.
3. **CONSTRUCTIVE TOTAL LOSS** – No recovery for a total loss shall be had hereunder unless the expense of recovering and repairing the property shall exceed the insured value.
4. **DEDUCTIBLE** – Each claim for loss or damage shall be adjusted separately and the Company shall be liable only when loss to property covered hereunder exceeds \$(SEE DECLARATIONS) in any one occurrence, and then only for the amount in excess of \$(SEE DECLARATIONS).
5. **REPAIR OF PROPERTY INSURED** – It is a condition of this insurance that the insured property is and will be maintained in sound condition, including the caulking of boats, if any, insured hereunder.
6. **INSURANCE TO VALUE** – This Company shall be liable, in event of loss, for no greater proportion thereof than the amount insured bears to the actual cash value of the property described herein at the time when such loss shall happen.
7. **OTHER INSURANCE** – This Company shall not be liable for loss, if, at the time of loss or damage, there is any other valid and collectible insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all such other insurance has been exhausted.
8. In the event of loss, or damage, caused by theft, the insured will give immediate notice to the Police and Coast Guard.
9. **LOSS CLAUSE** – Any loss hereunder shall not reduce the amount of this policy.



10. **LOSS PAYABLE CLAUSE** – Loss, if any, to be adjusted only with the Insured named herein and payable to the Insured and (SEE DECLARATIONS) as their respective interests may appear, subject, nevertheless, to all the terms and conditions of this policy.

### WARRANTIES

11. **PRIVATE PLEASURE WARRANTY** – Warranted by Insured that the within insured property shall be used solely for private pleasure purposes and shall not be chartered or hired or used as a public or livery conveyance for carrying passengers for compensation unless special permission is endorsed hereon. It is further warranted by the Insured that the within insured property shall not be used in any illicit or prohibited trade or transportation.
12. **STRIKES AND RIOTS** – It is agreed that this Policy does not cover loss or damage in consequence of strikes, lockouts, political or labor disturbances, civil commotion, riots, martial law, military or usurped power or any malicious act in connection therewith.
13. **F.C.&S. CLAUSE** – Unless specifically deleted by the Underwriters, the following warranty shall be paramount and shall supersede and nullify any contrary provision of the Policy.

Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt thereat, or any taking of the Vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision, explosion or contact with any fixed or floating object (other than a mine or torpedo) stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic fission or radioactive force. Further warranted free from consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

### EXCLUSIONS

14. a. Loss or damage caused by or resulting from wear and tear, gradual deterioration, obsolescence, rust, corrosion, latent defect, inherent vice, freezing or overheating, is excluded.
- b. Loss or damage caused by or resulting from any repairing or restoration or remodeling process, structural or mechanical or electrical breakdown or failure (unless fire or other accident ensues and then only for the loss or damage by such ensuing fire or accident), is excluded.
- c. Infidelity of persons (except carriers for hire) to whom the insured property is entrusted, is excluded.
- d. Loss or damage caused by or resulting from any marring, denting or scratching is excluded.
15. This Company shall not be liable hereunder for any loss or damage occurring during participation in any official race or speed contest.

### NUCLEAR EXCLUSION CLAUSE

This Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation contamination is insured against by this policy.

\_\_\_\_\_  
Agent

POLICY NUMBER: 27-FLP-2-1999501

## FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations. If the Named Insured shown in the Declarations and spouse are members of the same household, the words "you" and "your" also refer to the spouse. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

### SECTION I – COVERAGES

#### COVERAGE E – SCHEDULED FARM PERSONAL PROPERTY

##### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

##### 1. Covered Property

All of the following are Covered Property under Coverage E of this Coverage Form, provided a Limit of Insurance is shown in the Declarations for the specific type of property:

- a. Grain, threshed seeds and beans, ground feed, silage, and manufactured and blended "livestock" feed in buildings or structures or in sacks, wagons or trucks.
- b. Grain in stacks, shocks, swaths or piles in the open, but for this property fire and lightning, vandalism, vehicles and theft are the only Covered Causes of Loss.
- c. Hay, straw and fodder:
  - (1) In buildings or structures; and
  - (2) In stacks, windrows or bales, but for this property fire or lightning, windstorm or hail, vandalism, vehicles and theft are the only Covered Causes of Loss.

A stack means hay, straw or fodder in one area separated by a clear space of 100 feet or more from any

other hay, straw or fodder in the open.

- d. Farm products, materials and supplies shown in the Declarations. These include farm materials and related packing materials and containers usual to the operations of a farm, but not hay, grain or any growing crops.

- e. "Poultry" (excluding turkeys unless specified):

(1) In the open; or

(2) In any building designated for "poultry" in the Declarations.

But for this property, the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.

- f. Trays, boxes and box shook, each item or set in the proportion that its value bears to the total value of all trays, boxes and box shook covered under this Coverage Form.

- g. Computers and related software used principally as aids in farm management.

But an item of software is Covered Property only up to the amount required to replace it as a prepackaged program, or in unexposed or blank form, whichever is greater.

- h. Miscellaneous equipment, usual or incidental to the operation of a farm (including machinery, vehicles, tools, and supplies of all kinds), covered under a single Limit of Insurance shown for Miscellaneous Equipment in the Declarations.

But such miscellaneous farm equipment does not include:

- (1) Threshing machines, tractors, combines, corn pickers, hay balers, harvesters, peanut diggers, potato diggers and pickers, cotton pickers, crop driers or sawmill equipment;
- (2) Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel all-terrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers);

watercraft or aircraft; or the equipment, tires or parts of any of these;

- (3) Liquefied petroleum or manufactured gas or fuel, or their containers;
  - (4) Bulk milk tanks, bulk feed tanks or bins attached to buildings or structures; barn cleaners, pasteurizers or boilers; any permanent fixtures within or attached to a building;
  - (5) Brooders;
  - (6) Fences, windchargers, windmills or their towers;
  - (7) Outdoor radio or television equipment or wiring; private power and light poles;
  - (8) Irrigation equipment;
  - (9) Portable buildings and portable structures;
  - (10) Household personal property or property usual to a "dwelling"; or
  - (11) Property more specifically covered under another Coverage or Coverage Form of this or any other policy.
- i. Farm machinery, vehicles and equipment that you borrow or rent without a written contract, but only to the extent that such property is not covered under another Coverage Form of this or any other policy. The borrowed or rented property must be:
- (1) Usual or incidental to farming operations;
  - (2) In your care, custody or control; and
  - (3) Property in which you have no interest as owner or lienholder.

But Covered Property does not include borrowed or rented property of the following types:

- (1) Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel all-terrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft or aircraft; or the equipment, tires or parts of any of these; or

- (2) Dealers' demonstration machinery, vehicles or equipment.

- j. Farm machinery, vehicles and equipment which are individually described and specifically covered in the Declarations, while on or away from the "insured location," except while in the custody of a common or contract carrier.
- k. "Livestock" on or away from the "insured location," but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.  
But we do not cover "livestock" while:
  - (1) In the custody of a common or contract carrier;
  - (2) At public stockyards, sales barns or sales yards; or
  - (3) At packing plants or slaughterhouses.
- l. Bees, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.
- m. Worms, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.
- n. Fish, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.
- o. Other animals, but for this property the Basic or Broad Covered Causes of Loss are the only covered Causes of Loss.
- p. Portable buildings and portable structures that you own.

## 2. Property Not Covered

Under Coverage E, Covered Property does not include:

- a. Growing crops, trees, plants, shrubs or lawns;
- b. Household personal property or property usual to a "dwelling";
- c. Magnetic recording or storage media for electronic data processing, such as cell, disc, drum, film and tape, over or above their replacement value:
  - (1) As prepackaged software programs; or
  - (2) In unexposed or blank form; whichever is greater.
- d. Any permanent fixtures within or attached to a building; or
- e. Outdoor radio or television equipment or wiring; private power and light poles.

### 3. Special Limits Of Insurance Under Coverage E

Under Coverage E, certain individual items of "farm personal property" are subject to Special Limits of Insurance. These Special Limits are part of, not in addition to, the applicable Limits of Insurance shown in the Declarations.

- a. If no specific stack limit is shown in the Declarations for hay, straw or fodder in the open, the Limit will be \$10,000 on any one stack.
- b. For covered "poultry," the Limit of Insurance per bird under any provision of this Coverage Form applicable to "poultry" will be its cash market value as of the time of loss.
- c. The Limit of Insurance on any one item of miscellaneous equipment is \$2,000.
- d. The most we will pay for loss of or damage to any one head of "livestock" (other than animals individually described and specifically covered under this coverage) is the least of the following amounts:
  - (1) 120% of the amount obtained by dividing the total insurance on the class and type of animal involved by the number of head of that class and type owned by you as of the time of loss.
  - (2) The actual cash value of the animal destroyed or damaged.
  - (3) \$2,000.

Each horse, mule or head of cattle under one year of age as of time of loss will be counted as 1/2 head.

### B. Coverage E Conditions

Coverage E is subject to the following Loss Conditions as well as to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

#### LOSS CONDITIONS

##### 1. Portable Buildings And Portable Structures That You Own

The most we will pay for loss of or damage to this property in any one occurrence is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the value of all portable buildings and portable structures you own as of the time of loss.

### 2. Pro Rata Distribution – Applicable Only to Grain, Hay, Straw and Fodder, to Farm Machinery, Vehicles and Equipment, and to Poultry in Unheated Buildings.

This Condition applies only if Scheduled "farm personal property" is covered at more than one "insured location." The Limit of Insurance for any category of covered "farm personal property" mentioned in the heading of this Condition will apply at any one "insured location" in the proportion that the value of Covered Property in that category at that location bears to the value of all Covered Property in that category at all "insured locations."

### 3. Livestock, Poultry, Bees, Fish, Worms and Other Animals

With respect to "livestock," "poultry," bees, fish, worms, and other animals, the term loss means death or destruction caused by, resulting from or made necessary by a Covered Cause of Loss.

### 4. Valuation

In the event of loss of or damage to covered "farm personal property," we will settle at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

### 5. Coverage Territory

We cover loss or damage commencing within the coverage territory. The coverage territory is:

- a. The United States of America;
- b. Puerto Rico; and
- c. Canada.

## COVERAGE F – UNSCHEDULED FARM PERSONAL PROPERTY

### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

All of the following are Covered Property under Coverage F of this Coverage Form, provided a Limit of Insurance is shown in the Declarations:

- a. All items of "farm personal property" on the "insured location," except for items specified under Paragraph 2. Property Not Covered; and

b. The following items of "farm personal property" away from the "insured location":

(1) Grain, ground feed, fertilizer, fodder, hay, herbicides, manufactured and blended "livestock" feed, pesticides, silage, straw, threshed beans and threshed seeds, except while:

(a) Being stored or processed in commercial drying plants, manufacturing plants, public elevators, seed houses or warehouses; or

(b) In the custody of a common or contract carrier.

(2) "Livestock," except while:

(a) In the custody of a common or contract carrier;

(b) At public stockyards, sales barns or yards; or

(c) At packing plants or slaughterhouses.

But for "livestock," the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.

(3) Farm machinery, equipment, implements, tools and supplies, except:

(a) Items specified under Paragraph 2. Property Not Covered; or

(b) While in the custody of a common or contract carrier.

## 2. Property Not Covered

Covered Property does not include:

a. Household or personal property usual to a "dwelling";

b. Magnetic recording or storage media for electronic data processing, such as cell, disc, drum, file and tape, over or above their replacement value:

(1) As prepackaged software programs; or

(2) In unexposed or blank form; whichever is greater.

c. Animals other than "livestock";

d. "Poultry," bees, fish or worms;

e. Racehorses, show horses or show ponies;

f. Any of the following while being stored or processed in manufacturing plants, public elevators, warehouses, seed houses or commercial drying plants: grain, threshed seeds, threshed beans, hay, straw, fodder, silage, ground feed, herbicides, fertilizer, manufactured or blended "livestock" feed;

g. Trees, plants, shrubs or lawns;

h. Tobacco, cotton, vegetables, root crops, potatoes, bulbs, fruit or nursery stock;

i. Crops in the open, except to the extent provided for in the applicable Coverage Extension in Section II of this Coverage Form;

j. Contents of chicken fryer or broiler houses, laying houses, "poultry" brooder or duck or turkey houses;

k. Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel all-terrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft or aircraft; or the equipment, tires or parts of any of these;

l. Fences; windmills or windchargers or their towers;

m. Bulk milk tanks, bulk feed tanks or bins attached to buildings or structures; barn cleaners, pasteurizers or boilers; any permanent fixtures within or attached to a building;

n. Outdoor radio or television equipment;

o. Portable buildings or portable structures;

p. Irrigation equipment;

q. Property separately described and specifically covered in whole or in part under another Coverage or Coverage Form of this or any other policy;

r. Cotton pickers and harvester-thresher combines; or

s. Any property shown in the Declarations under the heading Other Property Not Covered Under Coverage F.

## 3. Special Limits Of Insurance Under Coverage F

Under Coverage F, individuals "livestock" are subject to Special Limits of Insurance. These Special Limits are part of, not in addition to, the applicable Limit of Insurance shown in the Declarations.



The most we will pay for loss of or damage to any one head of "livestock" is:

- a. \$1,000 on any horse, mule or head of cattle under one year of age as of time of loss; and
- b. \$2,000 on any head of "livestock" not included under a. above.

If it becomes necessary to impose the penalty provided for in the last sentence of the Coverage F Loss Condition – Coinsurance (see B.2. below), no amount used as the actual cash value of an animal will exceed the applicable Limit of Insurance specified above.

## **B. Coverage F Conditions**

Coverage F is subject to the following Loss Conditions as well as to the Farm Property Conditions (see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

### **LOSS CONDITIONS**

#### **1. Livestock**

With respect to "livestock," the term loss means death or destruction caused by, resulting from or made necessary by a covered cause of loss.

#### **2. Coinsurance**

You must maintain insurance on unscheduled "farm personal property" to the extent of at least 80% of its actual cash value as of the time of loss. If you fail to do this, the percentage we pay of any loss will be the result produced by dividing the Limit of Insurance actually carried by the required Limit of Insurance.

The following provision applies in the event of loss of or damage to machinery or equipment within 30 days after the purchase of additional or replacement machinery or equipment.

If the Limit of Insurance actually carried becomes inadequate due to the purchase of additional or replacement machinery or equipment, then, up to \$50,000 of the value of the newly purchased machinery or equipment will be omitted in determining the required Limit of Insurance.

#### **3. Valuation**

In the event of loss of or damage to covered "farm personal property," we will settle at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

## **4. Coverage Territory**

We cover loss or damage commencing within the coverage territory. The coverage territory is:

- a. The United States of America;
- b. Puerto Rico; and
- c. Canada.

## **SECTION II – COVERAGE EXTENSIONS**

### **A. Property In The Custody Of A Common Or Contract Carrier**

This Coverage Extension applies to Coverages E and F.

Coverage is extended to apply to "farm personal property," insured under Coverage E or Coverage F, while in the custody of a common or contract carrier, for up to a total of \$1,000 under each of these Coverages. However, if a higher limit is specified in the Declarations for Coverage E or Coverage F – Property in the Custody of a Common or Contract Carrier, the higher limit will apply to the Coverage(s) specified, instead of \$1,000.

### **B. Covered Property Away From The "Insured Location"**

This Coverage Extension applies to Coverage E.

1. Coverage is extended to apply to Covered Property while away from the "insured location," for up to a certain percentage of the Limit of Insurance shown in the Declarations for the specific type of property, as follows:
  - a. 25%, for Miscellaneous Equipment Usual or Incidental to the Operation of a Farm; or
  - b. 10%, for other types of property.
2. This Coverage Extension is part of, not in addition to, the applicable Limit of Insurance or Special Limit of Insurance.
3. This Coverage Extension does not apply to:
  - a. "Livestock" or individually insured farm machinery, vehicles or equipment which are described in Paragraph 1.j. or 1.k. of Covered Property;
  - b. Property while in the custody of a common or contract carrier;
  - c. Property stored or being processed in manufacturing plants, public elevators, warehouses, seed houses or commercial drying plants; or
  - d. Property in public sales barns or public sales yards.

4. Under this Coverage Extension, the greatest proportion we will pay of any one loss is the proportion we would have paid if every policy covering the property involved in the loss had provided the same coverage as this Coverage Extension.

**C. Replacement Machinery, Vehicles And Equipment Newly Purchased**

This Coverage Extension applies to Coverage E. A Special Limit of Insurance equal to \$50,000 plus the corresponding limit specified in the Declarations for individually scheduled items of Farm Machinery, Vehicles and Equipment applies to any item of property purchased as a replacement of such machinery, vehicle or equipment.

The additional \$50,000 coverage will end:

1. 30 days after the date of purchase of the replacement item; or
2. When this policy expires;

whichever comes first.

In no event will we pay more than the actual cash value as of the time of loss.

A newly purchased vehicle or item of machinery or equipment is covered under this Coverage Extension only to the extent that it is not covered under another Coverage or Coverage Form of this or any other policy of the "insured."

**D. Additional Machinery, Vehicles And Equipment Newly Purchased**

This Coverage Extension applies to Coverage E.

1. Coverage on such items of farm equipment, machinery and vehicles such as tractors, combines, harvesters, corn pickers and hay balers, will extend to apply to newly purchased additional farm equipment, machinery and vehicles.
2. The most we will pay under this Coverage Extension is \$100,000 for loss of or damage to all such Newly Purchased Additional Farm Equipment, Machinery and Vehicles. This \$100,000 Limit is part of, not in addition to, the applicable Limit of Insurance.
3. When values for Newly Purchased Additional Farm Equipment, Machinery and Vehicles are reported under this Coverage Extension, additional premium for these values will be due and payable from the date of purchase.
4. None of the following is covered under this Coverage Extension:
  - a. Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles; three-wheel all-terrain vehicles; mobile homes or house

trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft, aircraft; or their equipment, tires or parts;

- b. Liquefied petroleum or manufactured gas or fuel, or their containers;
- c. Brooders, fences, windchargers, windmills or their towers; or
- d. Any farm equipment, machinery, or vehicles purchased as replacements of equipment, machinery, vehicles or equipment specifically described in the Declarations.

**5. This Coverage Extension will end:**

- a. 30 days after the date of acquisition of the additional item; or
  - b. When this policy expires;
- whichever comes first.

**6. Newly Purchased Additional Farm Equipment, Machinery and Vehicles are covered under this Coverage Extension only to the extent that they are not covered under another Coverage or Coverage Form of this or any other policy of the "insured."**

**E. Additional Acquired Livestock**

This coverage Extension applies to Coverage E.

1. If Coverage E covers "livestock"
  - a. Specifically declared and described in the Coverage E Declarations; or
  - b. With separate Limits of Insurance per class shown in the Coverage E Declarations;

we will cover additional "livestock" you acquire during the policy period, for up to 30 days from acquisition.
2. The most we will pay under this Coverage Extension is the lesser of:
  - a. The actual cash value of the additional "livestock"; or
  - b. 25% of the total of the Limits of Insurance shown in the Coverage E Declarations for:
    - (1) Specifically declared and described "livestock"; and
    - (2) "Livestock" with separate limits per class.
3. You must report the additional "livestock" within 30 days from the date of acquisition and pay any additional premium due. If you do not report such property, coverage will end 30 days after the date of acquisition.

**F. Farm Products In The Open – Coverage Against Certain Causes Of Loss**

This Coverage Extension applies to Coverage F. You may apply up to 10% of the Limit of Insurance shown in the Declarations for "farm personal property" to cover the following in the open:

1. Grain in piles, shocks, stacks or swaths;
2. Hay, straw and fodder in stacks, windrows or bales; but the most we will pay for loss or damage is \$10,000 for any one stack of hay, straw or fodder.

A stack means hay, straw or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw or fodder in the open.

Fire or lightning, windstorm or hail, vandalism, vehicles and theft are the only Covered Causes of Loss for the property named in 1. and 2. above.

3. Unharvested barley, corn, oats, rye, wheat and other grains, flax, soy beans and sunflowers (but not on seed or forage crops, straw or stubble).

Fire or lightning is the only Covered Cause of Loss for this property.

This Extension is part of, not in addition to, the applicable Limit of Insurance.

**SECTION III – ADDITIONAL COVERAGES****A. Cost Of Restoring Farm Operations Records**

For any one loss we will pay up to \$2,000 to cover your cost to research, replace or restore the lost information on farm operations records damaged by a Covered Cause of Loss.

But if a higher Limit of Insurance is specified in the Declarations, the higher limit will apply.

No deductible applies to this Additional Coverage.

**B. Extra Expense**

If a Limit of Insurance is shown in the Declarations for Extra Expense Coverage, we will pay, up to that Limit of Insurance, the actual and necessary expenses you incur to resume normal farming operations interrupted as the result of direct physical loss of or damage to Covered Property by a Covered Cause of Loss.

Coverage for such extra expense is not limited by the expiration of this policy. But, we will not pay extra expense you incur after the period required for repair, rebuilding or replacement of Covered Property.

Extra Expense Coverage does not include loss caused by or resulting from the enforcement of any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "pollutants."

No deductible applies to this Additional Coverage.

**C. Other Additional Coverages**

For other Additional Coverages, see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

**SECTION IV – OTHER PROVISIONS****A. Covered Causes Of Loss, Exclusions And Limitations**

See the Causes of Loss Form – Farm Property, for Basic, Broad or Special coverage as shown in the Declarations.

**B. Limits Of Insurance**

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

**C. Deductible**

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.



POLICY NUMBER: 27-FLP-2-1999501

## FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS

### A. Additional Coverages

#### 1. Debris Removal

- a. We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- b. Except as provided in d. below, the most we will pay under this Additional Coverage is 25% of:
  - (1) The amount we pay for the direct physical loss of or damage to Covered Property; plus
  - (2) The deductible in this policy applicable to that loss or damage.
- c. This Additional Coverage does not apply to costs to:
  - (1) Extract "pollutants" from land or water; or
  - (2) Remove, restore or replace polluted land or water.
- d. Debris removal expense is included in the Limit of Insurance applying to the damaged property. But if:
  - (1) The amount payable for the sum of direct physical loss or damage and debris removal expense exceeds the applicable Limit of Insurance; or
  - (2) The debris removal expense exceeds the amount payable under the 25% limitation in b. above;

an additional 5% of the Limit of Insurance applying to the damaged property will be available to cover debris removal expense.

#### 2. Reasonable Repairs

We will pay the reasonable cost to make necessary repairs to protect Covered Property from further damage after a loss insured against has occurred.

Payment under this Additional Coverage will be subject to, not in addition to, the Limit of Insurance applying to the property being repaired.

#### 3. Damage To Property Removed For Safekeeping

We will pay for loss to Covered Property damaged by any cause during or up to 30 days after its removal from a building endangered by a Covered Cause of Loss.

Payment under this Additional Coverage will be subject to, not in addition to, the Limit of Insurance applying to the property being removed.

#### 4. Fire Department Service Charge

We will pay the liability you have assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect Covered Property from a Covered Cause of Loss. But we will not pay fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

The amount we pay under this Additional Coverage will be in addition to any Limit of Insurance that applies under this Coverage Form.

No deductible applies to this Additional Coverage.

#### 5. Collapse

The following Additional Coverage applies when Broad or Special Covered Causes of Loss is specified in the Declarations:

- a. We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building insured under a Farm Property Coverage Form, if the collapse is caused by one or more of the following:
  - (1) The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;
  - (2) Hidden decay;
  - (3) Hidden insect or vermin damage;
  - (4) Weight of people or personal property;
  - (5) Weight of rain that collects on a roof;

(6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in **5.a.(1)** through **5.a.(5)**, we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

**b. With respect to the following property:**

- (1) Foundations and retaining walls;
- (2) Underground pipes, flues and drains;
- (3) Cesspools and septic tanks;
- (4) Walks, roadways, patios and other paved surfaces;
- (5) Awnings;
- (6) Fences;
- (7) Outdoor equipment including yard fixtures;
- (8) Swimming pools; and
- (9) Bulkheads, docks, piers and wharves;

if the collapse is caused by a cause of loss listed in **5.a.(2)** through **5.a.(6)**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the collapse of a building insured under a Farm Property Coverage Form; and
- (2) The property is Covered Property under a Farm Property Coverage Form.

**c.** Collapse does not include settling, cracking, shrinkage, bulging or expansion.

**d.** This Additional Coverage will not increase the Limits of Insurance provided in this Coverage Part.

**6. Pollutant Clean Up And Removal**

We will pay your expense to extract "pollutants" from land or water at the "insured location" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during

the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants." But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage, for each location listed in the Declarations as an "insured location," is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

**B. Farm Property Conditions**

In addition to the Common Policy Conditions and the Conditions in the individual Coverage Forms, the following apply:

**LOSS CONDITIONS**

**1. Abandonment**

There can be no abandonment of any property to us.

**2. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a.** Pay its chosen appraiser; and
- b.** Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**3. Duties In The Event Of Loss Or Damage**

**a.** You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the policy if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any "insured" under oath, while not in the presence of any other "insured" and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an "insured's" books and records. In the event of an examination, an "insured's" answers must be signed.

#### 4. Insurance Under Two Or More Coverages

If two or more of this policy's Coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

#### 5. Legal Action Against Us

No one may bring a legal action against us under a Coverage Form to which this Condition applies, unless:

- a. There has been full compliance with all of the terms of this Coverage Form; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

#### 6. Loss Payment

a. In the event of loss or damage insured against under a Coverage Form to which this Condition applies, at our option we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild, or replace the property with other of like kind and quality, subject to b. below.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c. We will not pay you more than your financial interest in the Covered Property.

d. We will give notice of our intentions within 30 days after we receive the proof of loss.

e. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all the terms of the Coverage Form, and

- (1) We have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

f. We may adjust losses with the owners of lost or damaged property if other than you. Our payment for such losses will only be for the owners' account. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

- g. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

## **7. Pair, Sets Or Parts**

### **a. Pair Or Set**

In case of loss or damage to any part of a pair or set, we may:

- (1) Repair or replace any part to restore the pair or set to its value before the loss; or
- (2) Pay the difference between the value of the pair or set before and after the loss.

### **b. Parts**

In case of loss of or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

## **8. Other Insurance**

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under the applicable Coverage Form. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under the Coverage Form bears to the limits of insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in **8.a.** above, we will pay only the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

## **9. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

## **10. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the

extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to loss.
- b. After a loss, only if at the time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant.

This will not restrict your insurance.

## **11. Unoccupancy And Vacancy**

- a. If a building or structure is "vacant" or "unoccupied" beyond a period of 120 consecutive days, the Limits Of Insurance applicable to the building or structure and its contents will be automatically reduced by 50%, unless we extend the period of "vacancy" or "unoccupancy" by endorsement made a part of the applicable Coverage Form.
- b. In addition to the penalty described in **a.** above, "unoccupancy" or "vacancy" results in certain exclusions or limitations applicable to certain causes of loss. See Causes of Loss Form – Farm Property.

## **GENERAL CONDITIONS**

### **1. Concealment, Misrepresentation Or Fraud**

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This insurance;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this insurance.

### **2. Control Of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this insurance at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**3. Liberalization**

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to any Farm Property Coverage Form that is affected by the liberalization and is a part of this policy.

**4. Mortgageholders**

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this insurance, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under the affected Coverage Forms at our request if you have failed to do so;
  - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of the affected Coverage Forms will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of the Coverage Forms involved:
  - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

**5. No Benefit To Bailee**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

**6. Policy Period**

We cover loss or damage commencing during the policy period shown in the Declarations.

**C. Definitions**

The following words and phrases have a special meaning throughout the Farm Property Coverage Forms:

- 1. "Business property" means property pertaining to any trade, profession or occupation other than farming.
- 2. "Dwelling" means a building used principally for family residential purposes, and includes mobile homes and modular and prefabricated homes.  
 "Dwelling" does not mean a building used in such agricultural operations as storage of farm produce, "livestock" or "poultry."
- 3. "Farm personal property" means equipment, supplies and products of farming or ranching operations, including but not limited to feed, seed, fertilizer, "livestock," other animals, "poultry," grain, bees, fish, worms, produce and agricultural machinery, vehicles and equipment.
- 4. "Insured" means you and, if you are an individual, the following members of your household:
  - a. Your relatives;



- b. Any other person under the age of 21 who is in the care of any person specified above.
- 5. "Insured location" means any location, including its private approaches, described in the Farm Property Declarations.
- 6. "Livestock" means cattle, sheep, swine, goats, horses, mules and donkeys.
- 7. "Money" means currency, coins and bank notes in current use and having a face value; also travelers' checks, register checks and money orders held for sale to the public.
- 8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 9. "Poultry" means fowl kept by you for use or sale.
- 10. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
  - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. Evidences of debt used in connection with credit or charge cards, which cards are not issued by you;
 But "securities" does not include "money."
- 11. "Unoccupancy" or "unoccupied" means the condition of:
  - a. A "dwelling" (except while being constructed) not being lived in; or
  - b. Any other building or structure (except while being constructed) not being used;

even if it contains furnishings or other property customary to its intended use or occupancy.

- 12. "Vacancy" or "vacant" means the condition of a building or structure (except while being constructed) not containing sufficient furnishings or other property customary to its intended use or occupancy.
- 13. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; all as described in the Basic and Broad Causes of Loss (see Causes of Loss Form – Farm Property).

#### **D. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the lesser of the following:

- 1. The applicable Limit of Insurance shown in the Declarations; or
- 2. The applicable Special Limit of Insurance described under Section **A** of each applicable Coverage.

#### **E. Deductible**

We will not pay for loss, damage or expense in any one occurrence until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of loss, damage or expense in excess of that Deductible, up to the applicable Limit of Insurance or Special Limit of Insurance.

In the event that you sustain, from the same occurrence, losses or expenses in excess of the applicable Deductibles under two or more Coverages, only the highest applicable Deductible amount will apply.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COLLISION RESULTING IN DEATH OF LIVESTOCK**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS FORM – FARM PROPERTY****SCHEDULE \*****Limit Per Animal: \$1,000.00**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

With respect to "livestock" covered under Coverage **E**:

- A.** If Collision is shown in the Coverage **E** Declarations for "Livestock," Paragraphs **A.**, **B.**, **C.** and **D.** in the Causes Of Loss Form – Farm Property are replaced by only the following covered cause of loss:

Collision Resulting in Death of Livestock: We will pay for loss of covered "livestock" caused by:

1. Collision or overturn of a vehicle on which the "livestock" are being transported. Collision means accidental contact of that vehicle with another vehicle or object; or
2. "Livestock" running into or being struck by a vehicle while the "livestock" are crossing, moving along or standing in a public road.

But we will not pay for loss if a vehicle owned or operated by an "insured":

1. Collides with the vehicle on which the "livestock" are being transported; or
  2. Strikes "livestock" crossing, moving along or standing in a public road.
- B.** Paragraph **d.** in **3. Special Limits Of Insurance** under Coverage **E** under **A. Coverage** in the Farm Property – Farm Personal Property Coverage Form is replaced by the following:
- d.** The most we will pay for loss of or damage to any one head of "livestock" is the Limit Per Animal shown in the Schedule.
- Each horse, mule or head of cattle under one year of age as of time of loss will be counted as 1/2 head.
- C.** No deductible applies to this coverage.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – FARM PROPERTY**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD  
PERSONAL PROPERTY COVERAGE FORM  
FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM  
FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM  
FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS,  
DEFINITIONS**

### **SCHEDULE \***

**Name(s) and mailing address(es) of additional "Insureds," if organizations:**

**Name(s) and mailing address(es) of additional "Insureds," if persons. If any persons named are partners, identify as such:**

**Description of "Insured Location" to which this endorsement applies:**

**Description of Covered Property to which this endorsement applies:**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- A.** The definition of "insured" is amended to include the person(s) or organization(s) named above, but only with respect to the "insured location" described in the Schedule.
- B.** Loss, if any, will be payable to the Named Insured shown in the Declarations and to the person(s) or organization(s) named in the Schedule.



POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SINGLE FARM PROPERTY PER-OCCURRENCE DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS  
MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM  
LIVESTOCK COVERAGE FORM**

The **Deductible** Section is replaced by the following:

We will not pay for loss ("loss"), damage or expense in any one occurrence until the amount of loss ("loss"), damage or expense exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of loss ("loss"), damage or expense in excess of that Deductible, up to the applicable Limit of Insurance or Special Limit of Insurance.

In the event that you sustain, from the same occurrence, losses ("losses"), damages or expenses in excess of the otherwise applicable Deductibles under two or more Coverage Forms of this Farm Coverage Part, only the highest applicable deductible amount will apply.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FARM EQUIPMENT BORROWED OR RENTED  
WITHOUT A WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM**  
**FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS**  
**MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM**

- A.** If a Limit of Insurance is shown in the Declarations for Coverage **E** and/or Coverage **F**, or for "mobile agricultural machinery and equipment" under the Mobile Agricultural Machinery And Equipment Coverage Form, the following Additional Coverage is provided under this policy:

We will pay up to \$50,000 for farm machinery, vehicles and equipment that you borrow or rent without a written contract, as described and limited in **1.i.** of Covered Property under Coverage **E**. This limit is additional insurance.

This Additional Coverage will end:

1. 30 days after the machinery, vehicle or equipment is borrowed or rented; or
  2. When this policy expires;
- whichever comes first.

**B. Covered Causes Of Loss**

The Covered Causes of Loss for the coverage provided under this endorsement are those applicable to the "insured's" Farm Personal Property as indicated in the Declarations. If two or more Causes of Loss entries appear in the

Declarations for covered Farm Personal Property, the broadest Causes of Loss category will apply to the coverage provided under this endorsement.

**C. Other Insurance**

The **Other Insurance** Conditions in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions and Mobile Agricultural Machinery And Equipment Coverage Form, are replaced by the following with respect to the coverage provided under this endorsement:

1. If you have other insurance under another Coverage Form of this policy or any other policy, property covered under this endorsement is covered only to the extent that it is not covered under such other insurance.
2. If the owner of the property has insurance covering the same loss or damage to the property covered under this endorsement, the insurance provided by this endorsement is primary.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FARM PROPERTY TRANSIT SPECIAL COVERAGE**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM**  
**FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS**

<b>SCHEDULE *</b>	
Principal Commodity:	
Number of Vehicles:**	
Limit(s) of Insurance:	
On any one vehicle	
In any one occurrence	
Deductible	
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	
** As used in this endorsement, vehicle means a motor vehicle, truck or trailer or any combination thereof in tandem.	

**FARM PROPERTY TRANSIT SPECIAL COVERAGE** is added to the Farm Property – Farm Personal Property Coverage Form as described and limited in **A.** through **I.** below:

**A. Insuring Agreement**

We will pay for direct physical loss or damage to Covered Property, caused by or resulting from the Covered Causes of Loss described in this endorsement.

**B. Covered Property**

As used in this endorsement, Covered Property means crops, livestock, dairy products, poultry, poultry products, and miscellaneous supplies usual and incidental to the operation of a farm, but only if such property is:

1. Owned by or in the care, custody or control of the insured; and
2. In the course of delivery, while loaded for shipment and in transit; and
3. In or on vehicles owned or leased by the insured and operated by the insured or by a person using the vehicle(s) with the insured's permission.

**C. Property Not Covered**

Covered Property does not include machinery, equipment, vehicles, tarpaulins or fittings.

**D. Covered Causes of Loss**

As used in this endorsement Covered Causes of Loss means risks of direct physical loss to covered property, except those causes of loss listed in the Exclusions of this endorsement.

**E. Exclusions**

We will not pay for loss or damage caused by or resulting from any of the following:

1. Wear and tear, rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself, birds, vermin, rodents, insects, dampness or dryness of atmosphere, changes in or extremes of temperature;
2. Leakage, breakage, marring or scratching, changes in flavor or color or texture of finish, settling, cracking, shrinking or expanding, unless such loss or damage is a direct result of fire, lightning, explosion, windstorm or hail, aircraft or vehicles, riot or civil commotion, flood, vandalism or malicious mischief, theft or attempted theft, collision or overturn of the vehicle conveying the property;
3. Any dishonest or criminal act committed by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose;
4. Delay, or any loss of market for the covered property; or any consequential loss that is beyond the direct physical loss of the covered property.
5. War and military action, including:
  - a. Undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**F. Limits of Insurance**

The most we will pay for loss is the applicable Limit of Insurance shown in the Schedule of this endorsement.

**G. Deductible**

We will not pay, for loss or damage in any one occurrence covered under this endorsement, until the amount of loss or damage exceeds the Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the Deductible, up to the Limit of Insurance.

**H. Additional Conditions**

**1. Special Limitations on Coverage.**

- a. We will not pay for a greater proportion of loss or damage than the number of vehicles shown in the Schedule of this endorsement bears to the total number of vehicles owned or leased by the insured as of the date of loss and suitable for hauling the Principal Commodity shown in the Schedule.
- b. Coverage on livestock or poultry applies only to the animal or animals destroyed or killed or so injured as to render death immediately necessary, as a result of causes of loss not otherwise excluded.
- c. Coverage against breakage of eggs applies only to eggs in those shipping packages sustaining damage equal to 50% of the value of the respective shipping package(s), subject to a maximum limit of \$500 in any one loss, regardless of the number of shipping packages involved.
- d. Detachable Truck Bodies – In case of detachable truck bodies, there is no coverage under this endorsement until the body and contents are actually attached to or loaded on the chassis.

**2. Valuation**

The value of the property covered under this endorsement will be established as follows:

At amount of invoice cost, if any; otherwise, at cash market value on the date and place of shipment.

**I. Other Matters**

All matters not provided for in this endorsement will be governed by the terms and conditions of the Company's coverage form(s) to which this endorsement is attached and which has been issued in conjunction herewith. The foregoing clauses will, however, be considered to supersede and annul any clause or clauses in the coverage form(s), which may be of the same or similar effect.

POLICY NUMBER: 27-FLP-2-1999501

## FARM LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section IV – Definitions.

### SECTION I – COVERAGES

#### COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the "insured" becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section II – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverage H or I or medical expenses under Coverage J.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Additional Coverages.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence"; and
  - (2) The "bodily injury" or "property damage" occurs during the policy period.
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or

death resulting at any time from the "bodily injury."

- d. "Property damage" that is loss of use of tangible property that is not physically injured will be deemed to occur at the time of the "occurrence" that caused it.

##### 2. Exclusions

This insurance does not apply to:

###### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured." This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

###### b. Contractual Liability

"Bodily injury" or "property damage" for which the "insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the "insured" would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorneys' fees and necessary litigation expenses incurred by or for an "insured's" "indemnitee" shall be deemed to be damages because of "bodily injury" or "property damage," provided:
  - (a) Liability to such "indemnitee" for, or for the cost of, that "indemnitee's" defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that "indemnitee" against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are claimed.

**c. Pollution**

**(1)** "Bodily injury" and "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

**(a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "insured";

**(b)** At or from any premises, site or location which is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;

**(c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible; or

**(d)** At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:

**(i)** If the pollutants are brought on or to the premises, site or location in connection with such operations by such "insured," contractor or subcontractor; or

**(ii)** If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs **(a)** and **(d)(i)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

**(2)** Any loss, cost or expense arising out of any:

**(a)** Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

**(b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**d. Release Or Discharge From Aircraft**

"Bodily injury" or "property damage" caused by or resulting from any substance released or discharged from an aircraft.

This exclusion does not apply to model or hobby aircraft unless used or designed to carry an operator(s), any other person(s) or cargo.

**e. Aircraft, Motor Vehicle, Motorized Bicycle Or Tricycle**

"Bodily injury" or "property damage" arising out of:

**(1)** Ownership of any aircraft, "motor vehicle," motorized bicycle or tricycle by any "insured"; or

**(2)** Maintenance, use, operation or "loading or unloading" of any aircraft, "motor vehicle," motorized bicycle or tricycle by any "insured" or any other person.

This exclusion does not apply to:

**(a)** An aircraft that causes "bodily injury" or "property damage" to a "residence employee" who is not operating or maintaining it;

**(b)** Parking a "motor vehicle" or motorized bicycle or tricycle on, or on the ways next to, premises you own or rent, provided the "motor vehicle" is not owned by, or rented or loaned to you or the "insured";

**(c)** A "motor vehicle" not subject to motor vehicle registration by reason of its exclusive use as a device for assisting the handicapped.

**(d)** A licensed recreational "motor vehicle" owned by an "insured," provided the "occurrence" takes place on the "insured location";

**(e)** "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph



**f.(2)** or **f.(3)** of the definition of "mobile equipment" (Section IV);

**f. Watercraft**

"Bodily injury" or "property damage" arising out of:

- (1) Ownership by any "insured" of an excluded watercraft described below; or
- (2) Maintenance, use, operation or "loading or unloading," by any "insured" or any other person, of an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor or are sailing vessels, whether owned by or rented to an "insured." This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:
    - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
    - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
    - (c) One or more outboard engines or motors with 25 total horsepower or less;
    - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
    - (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
      - (i) You acquire them prior to the policy period; and
        - i. You declare them at policy inception; or
        - ii. Your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
      - (ii) You acquire them during the policy period.
- This coverage applies for the policy period.
- (2) That are sailing vessels, with or without auxiliary power:
    - (a) Less than 26 feet in overall length;

**(b)** 26 feet or more in overall length, not owned by or rented to an "insured."

**(3)** That are stored.

This exclusion does not apply to "occurrences" of "bodily injury" or "property damage":

- (1) That take place on the "insured location"; or
- (2) Sustained by a "residence employee" in the course of employment by an "insured."

**g. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by a "motor vehicle" owned or operated by, or rented or loaned to, any "insured"; or
- (2) The use of any self-propelled land vehicle, or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, strength or demolition contest or in any stunting activity.

**h. Use Of Livestock Or Other Animals**

"Bodily injury" or "property damage" arising out of:

- (1) The use of any livestock or other animal in, or while in practice or preparation for, a prearranged racing, speed or strength contest, or prearranged stunting activity. But this Exclusion **h.(1)** applies only to "occurrences," arising out of such contests or activities, that take place at the site designated for the contest or activity; or
- (2) The use of any livestock or other animal, with or without an accessory vehicle, for providing rides to any person for a fee or for providing rides in connection with or during a fair, charitable function or similar type of event.

**i. Business Pursuits**

"Bodily injury" or "property damage" arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business."

This exclusion does not apply to an "insured" minor involved in self-employed "business" pursuits that are occasional or

part-time and customarily undertaken on that basis by minors.

A minor, as used in this exception, means a person who has not attained his or her:

- (1) 18<sup>th</sup> birthday; or
- (2) 21<sup>st</sup> birthday if a full-time student.

But in the event of "property damage" to which this exception may apply, the person who sustains the "property damage" must be someone other than an "insured."

**j. Custom Farming**

"Bodily injury" or "property damage" arising out of the "insured's" performance of, or failure to perform, "custom farming" operations.

But this exclusion will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence."

**k. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of, or failure to render, professional services.

**l. Rental Of Premises And Ownership Or Control Of Premises**

"Bodily injury" or "property damage" arising out of:

- (1) An act or omission in connection with any location (other than an "insured location") that is rented to, or owned or controlled by, the "insured."

The only exceptions to this exclusion are in "occurrences" of "bodily injury" or "property damage" sustained by a "residence employee" arising out of and in the course of employment by the "insured."

- (2) The rental or holding for rental of an "insured location."

This exclusion does not apply to:

- (a) The rental of a farm premises shown in the Declarations, provided the premises is rented for "farming" purposes and the rental commences during the present annual policy period.
- (b) The rental of a farm premises acquired during the present annual policy period, provided the rental is for "farming" purposes.
- (c) The rental of a residence for residential purposes, provided:

- (i) The residence is located on a farm premises used for "farming" purposes; and
- (ii) Such farm premises is shown in the Declarations or acquired during the present annual policy period; and
- (iii) The rental commences during the present annual policy period.
- (d) The occupancy of a part of your principal residence as:
  - (i) Living quarters, by no more than two roomers or boarders; or
  - (ii) An office, school, studio or private garage.
- (e) The occasional occupancy of your principal residence by persons using the residence exclusively as living quarters.

Exclusion 2.i. under Coverage H does not apply with respect to the coverage provided in (a), (b), (c), (d) or (e) above.

**m. Communicable Disease**

"Bodily injury" or "property damage" arising out of the transmission of a communicable disease by an "insured."

**n. Workers' Compensation Or Similar Law**

Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**o. Employers' Liability**

"Bodily injury" sustained by:

- (1) Any employee (other than a "residence employee") as a result of his or her employment by the "insured";
- (2) Any "residence employee," unless the employee makes a written claim or brings "suit" no later than 36 months after the end of the policy period; or
- (3) The spouse, child, parent, brother or sister of any employee as a consequence of "bodily injury" to that employee.

This exclusion applies whether the "insured" may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" for which the "insured" has assumed liability under an "insured contract."



**p. Building Or Structure Under Construction**

"Bodily injury" arising out of any premises on which a building or structure is being constructed.

The only exception to this exclusion is in an "occurrence" of "bodily injury" sustained by:

- (1) Persons who are not "insureds"; or
- (2) "Residence employees" of an "insured" arising out of or in the course of their employment.

But this exception requires that:

- (1) In the case of a building that will be used as a dwelling:
  - (a) It is located on an "insured location"; and
  - (b) It is intended for occupancy by an "insured," or by an "insured's" "farm employees" or "residence employees";
- (2) In the case of buildings or structures that will be used in "farming" operations, they are located on an "insured location" and intended for the use of an "insured."

**q. Bodily Injury To An Insured**

"Bodily injury" to you or to any "insured" within the meaning of "insured" as defined in Paragraph 9. in Section IV – Definitions.

This exclusion also applies to any claim made or "suit" brought against you or any "insured":

- (1) To repay; or
- (2) Share damages with;

another person who may be obligated to pay damages because of such "bodily injury."

**r. Damage To Property**

"Property damage" to:

- (1) Property you own;
- (2) Property you rent or occupy;
- (3) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (4) Property loaned to you;
- (5) Personal property in the care, custody or control of the "insured."

**s. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**t. Damage To Your Work**

"Property damage" to:

- (1) "Your work," arising out of it or any part of it; or
- (2) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

But with respect to "custom farming," Exclusion t. will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence."

**u. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

But with respect to "custom farming," Exclusion u. will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence."

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" after it has been put to its intended use.

**v. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use, by any person or organization, because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**w. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

**x. Controlled Substances**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions **c.** through **v.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section II – Limits Of Insurance.

**COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY****1. Insuring Agreement**

**a.** We will pay those sums that the "insured" becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section II – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverage **H** or **I** or medical expenses under Coverage **J**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Additional Coverages.

**b.** This insurance applies to "personal injury" only if caused by an offense:

- (1) Committed during the policy period; and

- (2) Arising out of personal activities or out of operations usual or incidental to "farming," excluding advertising, publishing, broadcasting or telecasting done by or for you.

**c.** This insurance applies to "advertising injury" only if caused by an offense committed:

- (1) In the "coverage territory" during the policy period; and
- (2) In the course of advertising your farm-related goods, products or services.

**2. Exclusions**

This insurance does not apply to:

**a.** "Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by, or with the consent of, the "insured";
- (4) For which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement; or
- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

**b.** "Personal injury":

- (1) Arising out of the "business" pursuits of the insured;
- (2) Arising out of civic or public activities performed for pay by the "insured."

**c.** "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong quotation or description of the price of goods, products or services; or
- (4) An offense committed by an "insured" whose "business" is advertising, broadcasting, publishing or telecasting.

d. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## COVERAGE J – MEDICAL PAYMENTS

### 1. Insuring Agreement

- a. We will pay reasonable medical expenses incurred or medically ascertained within 3 years from the date of an accident causing "bodily injury."

We will make these payments regardless of fault.

Reasonable medical expenses means expenses incurred or ascertained for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

- b. This coverage applies only:

- (1) To a person (other than an "insured") who is on the "insured location" with the permission of an "insured"; or
- (2) To a person (other than an "insured") off the "insured location," provided the "bodily injury":
  - (a) Arises out of a condition on the "insured location" or the ways immediately adjoining it;
  - (b) Is caused by the activities of an "insured" or by a "farm employee" in the course of employment by an "insured";

(c) Is caused or sustained by a "residence employee" in the course of employment by an "insured"; or

(d) Is caused by an animal owned by or in the care of an "insured."

### 2. Exclusions

We will not pay expenses for "bodily injury" to:

- a. Any person injured while on the "insured location" by reason of:

(1) Professional services being rendered there; or

(2) "Business" being engaged in there. This Exclusion, a.(2), applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business."

The only exceptions to a.(1) and (2) are in "occurrences" of "bodily injury" to a "residence employee."

- b. Any person injured due to an act or omission in connection with any location (other than an "insured location") that is owned, rented or controlled by the "insured."

The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a "residence employee" arising out of and in the course of employment by the "insured."

- c. Any "farm employee" or other person engaged in work usual or incidental to the maintenance or use of the "insured location" as a farm.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a "residence employee" or by a person on the "insured location" in a neighborly exchange of assistance for which the "insured" is not obligated to pay any money.

- d. Any person eligible to receive any benefits that an "insured" voluntarily provides or is required to provide under any workers' compensation, non-occupational disability or occupational disease law.

- e. Any person regularly residing on any part of the "insured location" or who is a resident member of your household.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" to a "residence employee."

- f. Any person, if the "bodily injury" is excluded under Coverage H; or
- g. Any person injured due to war, whether or not declared, or due to any act or condition

incident to war. War includes civil war, insurrection, rebellion and revolution.

## ADDITIONAL COVERAGES

### 1. Supplementary Payments – Coverages H And I

We will pay, with respect to any claim we investigate or settle, or any "suit" against an "insured" we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Coverage H applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the "insured" in the "suit."
- f. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

If we defend an "insured" against a "suit" and an "indemnatee" of the "insured" is also named as a party to the "suit," we will defend that "indemnatee" provided all of the following conditions are met:

- a. The "suit" against the "indemnatee" seeks damages for which the "insured" has assumed the liability of the "indemnatee" in a contract or agreement that is an "insured" contract";
- b. This insurance applies to such liability assumed by the "insured";
- c. The obligation to defend, or the cost of the defense of, that "indemnatee," has also been assumed by the "insured" in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the "insured" and the interests of the "indemnatee";

- e. The "indemnatee" and the "insured" ask us to conduct and control the defense of that "indemnatee" against such "suit" and agree that we can assign the same counsel to defend the "insured" and the "indemnatee"; and

- f. The "indemnatee":

#### (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the "indemnatee"; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the "indemnatee"; and

#### (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the "indemnatee" in such "suit."

So long as the above conditions are met, attorney's fees incurred by us in the defense of that "indemnatee," necessary litigation expenses incurred by us and necessary litigation expenses incurred by the "indemnatee" at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **b.2.** of the Contractual Liability Exclusion (Exclusion 2.) under Coverage H – Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an "insured's" "indemnatee" and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.



## 2. Damage To Property Of Others

- a. We will pay up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."

At our option, we will either:

- (1) Pay the actual cash value of the property; or
- (2) Repair or replace the property with other property of like kind and quality.

- b. But we will not pay for "property damage":

- (1) Caused intentionally by an "insured" who is 13 years of age or older;
- (2) To property owned by or rented to an "insured," a tenant of an "insured," or a member of your household; or
- (3) Arising out of:
  - (a) Professional services, or a "business" engaged in by an "insured";
  - (b) An act or omission in connection with any premises (other than an "insured location") that are owned, rented or controlled by the "insured"; or
  - (c) The ownership, maintenance, operation, use, or "loading or unloading" of any "motor vehicle," motorized bicycle or tricycle, farm machinery or equipment, aircraft or watercraft.

## COVERAGE EXTENSION – COVERAGES H, I AND J

The words "you" and "your," throughout this Coverage Form, include your spouse if a resident of the same household.

## SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the provisions below fix the most we will pay regardless of the number of:
  - a. "Insureds";
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Damages under Coverage H and Coverage I; and
  - b. Medical expenses under Coverage J.
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage H; and

- b. Medical expenses under Coverage J;

because of all "bodily injury" and "property damage" arising out of any one "occurrence."

All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence."

Included within the Each Occurrence Limit is a special Limit of Insurance of \$10,000, which is the most we will pay for all covered damages that the "insured" becomes legally obligated to pay because of statutorily imposed vicarious liability for the actions of a child or minor. However, we will not pay for those damages excluded by means of 2.e. or 2.f. of Section I – Coverage H, Exclusions.

4. Subject to the first paragraph in Paragraph 3., above, the Fire Damage Limit is the most we will pay under Coverage H for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
5. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage I for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
6. Subject to 3. above, the Medical Expense Limit is the most we will pay under Coverage J for all medical expenses because of "bodily injury" sustained by any one person.

The limits for this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## SECTION III – FARM LIABILITY CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### LOSS CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us of our obligations under this Coverage Form.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an

offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any "insured," you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other "insured" involved must:
- (1) Notify the police if a law may have been broken;
  - (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (3) Authorize us to obtain records and other information;
  - (4) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (5) At our request, assist us in the enforcement of any right against any person or organization that may be liable to the "insured" because of injury or damage to which this insurance may also apply.
- d. No "insured" will, except at that "insured's" own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. Any injured person who makes a claim for payment of medical expenses under the provisions of Coverage J must:
- (1) Give us written proof of claim, under oath if required, as soon as practicable;
  - (2) Execute authorization to allow us to obtain copies of medical reports and records; and
  - (3) Submit to physical examination by a physician selected by us when and as often as we reasonably require.

Requirements (1) and (2) above may be carried out by a person acting on behalf of the injured person.

- f. If loss occurs under Additional Coverage 2. – Damage To Property Of Others, you must submit to us within 60 days after the loss, a signed, sworn proof of loss, and exhibit the damaged property, if within your control.

### 3. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured" obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

### 5. No Admission Of Liability With Medical Payments

No payment we make under the provisions of Coverage J constitutes an admission of liability by any "insured" or us.

### 6. Other Insurance

This condition applies only if, in addition to the insurance provided under this Coverage Form, the "insured" has other insurance under this or any other policy covering the same obligations to pay damages and provide defense against "suits" for damages.

- a. We will pay only the proportion of covered damages and related defense costs that the applicable Limit of Insurance under this Coverage Form bears to the total amount of all your insurance providing the same coverage, in covered "occurrences" arising from any cause **except** the ownership, maintenance, use, operation or "loading or unloading" of a:
  - (1) "Motor vehicle";
  - (2) Vehicle which qualifies as "mobile equipment" only while used on premises you own or rent; or

**(3) Watercraft.**

- b. In covered "occurrences" arising from the ownership, maintenance, use, operation or "loading or unloading" of a conveyance described in (1), (2) or (3) above, this insurance will not apply to the extent that any collectible insurance, whether primary, excess or contingent, is available to the "insured."

**7. Transfer Of Rights Of Recovery Against Others To Us**

If the "insured" has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

**ADDITIONAL CONDITIONS****1. Liberalization**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

**2. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**3. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each "insured" against whom claim is made or "suit" is brought.

**SECTION IV – DEFINITIONS**

- 1. "Advertising injury" means an injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;

- c. Misappropriation of advertising ideas or style of doing business; or

- d. Infringement of copyright, title or slogan.

- 2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, and includes death resulting from any of these at any time.
- 3. "Business" means a trade, profession, occupation, enterprise or activity, other than "farming" or "custom farming," which is engaged in for the purpose of monetary or other compensation.
- 4. "Custom farming" means performance of specific planting, cultivating, harvesting or similar specific "farming" operations by an "insured," at a farm that is not an "insured location," when the performance is for, and under the direction or supervision of, the owner or operator of the farm or the authorized representative of the owner or operator.

But "custom farming" does **not** mean:

- a. Operations conducted at a premises rented to, leased to or controlled by an "insured";
- b. Operations for which no compensation in money or goods is received; or
- c. A neighborly exchange of services.

- 5. "Farm employee" means any "insured's" employee whose duties are principally in connection with the maintenance or use of the "insured location" as a farm. These duties include the maintenance or use of the "insured's" farm equipment.

But "farm employee" does not mean any employee while engaged in an "insured's" "business."

- 6. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your farm premises, maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the Declarations, "farming" does not include:
  - a. Retail activity other than that described above; or
  - b. Mechanized processing operations.
- 7. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
8. "Indemnitee" means a person whose liability for payment of damages because of "bodily injury" or "property damage" covered under this Coverage Form has been assumed by an "insured" under an "insured contract."
9. "Insured"
- a. "Insured" means you, and if you are:
    - (1) An individual, "insured" also means the following members of your household:
      - (a) Your relatives;
      - (b) Any other person under the age of 21 who is in the care of any person specified above.
    - (2) A partnership or joint venture, "insured" also means your members and your partners and their spouses, but only with respect to the conduct of your "farming" operations.
    - (3) A limited liability company, "insured" also means:
      - (a) Your members, but only with respect to the conduct of your "farming" operations; and
      - (b) Your managers, but only with respect to their duties as your managers.
    - (4) An organization other than a partnership, joint venture, or limited liability company, "insured" also means:
      - (a) Your executive officers and directors, but only with respect to their duties as your officers and directors; and
      - (b) Your stockholders, but only with respect to their liability as stockholders.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

- b. "Insured" also means any of your employees other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts that:
  - (1) Cause "bodily injury" or "personal injury" to someone other than you, your

partners or members (if you are a partnership or joint venture), your members (if you are a limited liability company) or a co-employee; and

- (2) Are within the scope of the employee's employment by you. The providing of professional health care services or the failure to provide them will not be considered to be within the scope of any employee's employment by you.
  - c. "Insured" also means any person (other than your employee), or any organization while acting as your real estate manager.
  - d. "Insured" also means any person or organization:
    - (1) Legally responsible for animals or watercraft owned by an "insured" as defined in a. above, but only insofar as:
      - (a) The insurance under this Coverage Form applies to "occurrences" involving animals or watercraft;
      - (b) That person's or organization's custody or use of the animals or watercraft does not involve "business"; and
      - (c) That person or organization has the custody or use of the animals or watercraft with the owner's permission.
  - e. "Insured" also means any person using a vehicle on the "insured location" with your consent, provided this insurance applies to the vehicle.
10. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. That part of any other contract or agreement pertaining to your "farming" operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage"



to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **e.** does not include that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

**11. "Insured location" means:**

- a.** The farm premises (including grounds and private approaches) and "residence premises" shown in the Declarations;
- b.** The part of other premises, or of other structures and grounds, that is used by you as a residence and:
  - (1)** Shown in the Declarations; or
  - (2)** Acquired by you during the present annual policy period for your use as a residence;
- c.** Premises used by you in conjunction with the premises included in **a.** or **b.** above;
- d.** Any part of premises not owned by any "insured" but where an "insured" is temporarily residing;
- e.** Vacant land owned by or rented to an "insured";
- f.** Land, owned by or rented to an "insured," on which:
  - (1)** A dwelling is being constructed for occupancy by an "insured," or by an "insured's" "farm employees" or "residence employees"; or
  - (2)** A building or structure is being constructed for use of an "insured" in "farming" operations.
- g.** Individual or family cemetery plots or burial vaults of an "insured";
- h.** Any part of premises occasionally rented to any "insured" for other than "business" purposes; and
- i.** Any farm premises (including its grounds and private approaches) that you or your spouse acquire during the present annual policy period.

**12. "Loading or unloading" means the handling of property:**

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "motor vehicle";

- b.** While it is in or on an aircraft, watercraft or "motor vehicle"; or
- c.** While it is being moved from an aircraft, watercraft or "motor vehicle" to the place where it is finally delivered.

But "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "motor vehicle."

**13. "Mobile equipment" means the following, including any attached machinery or equipment:**

- a.** Bulldozers, forklifts and tractors designed for use principally off public roads;  
Other farm machinery designed for use:
  - (1)** Principally off public roads; and
  - (2)** As implements for cultivating or harvesting;
- b.** Vehicles while on premises you own or rent;
- c.** Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent.
- d.** Vehicles, whether self-propelled or not, on which are permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "motor vehicles":

- (1)** Equipment designed primarily for:
  - (a)** Road maintenance, but not construction or resurfacing; or

(b) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**14. "Motor Vehicle"**

a. As used in this Coverage Form, the term "motor vehicle" means:

(1) A motorized land vehicle, trailer or semi-trailer:

(a) Designed for travel on public roads; or

(b) Used on public roads;

unless it qualifies as "mobile equipment";

(2) Any machinery or equipment attached to a vehicle, trailer or semitrailer included in (1) above;

(3) A motorized golf cart, snowmobile or other motorized land vehicle owned by an "insured" and designed for recreational use off public roads, while off an "insured location"; or

(4) Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in (1), (2) or (3) above.

b. But "motor vehicle" does not mean:

(1) "Mobile equipment";

(2) A boat, camp trailer, home trailer or utility trailer unless it is being towed by or carried on a motorized land vehicle included in a.(1) above; or

(3) A motorized golf cart while used for golfing purposes.

**15. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**16. "Personal injury"** means injury, other than "bodily injury," arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

**17. "Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

**18. "Residence employee"** means an "insured's" employee whose duties are principally in connection with the maintenance or use of the "residence premises," including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the "business" of any "insured."

**19. "Residence premises"** means your principal residence and the grounds and structures appurtenant to it.

"Residence premises" does not include any part or parts of a building or structure that are used for "business."

**20. "Suit"** means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

**21. "Your product"** means:

a. Any goods or products, other than real property, manufactured, sold, handled distributed or disposed of by:

(1) You; and

(2) Others trading under your name.

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" does not include property rented to or located for the use of others but not sold.

"Your product" includes:

- a.** Warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of "your product"; and
- b.** The providing of or failure to provide warnings or instructions.

**22.** "Your work" means:

- a.** Work or operations performed by you or on your behalf; and

- b.** Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a.** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b.** The providing of or failure to provide warnings or instructions.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****AMENDATORY ENDORSEMENT****DISCLOSURE: The costs of defending a claim under Item B. CHEMICAL DRIFT LIABILITY COVERAGE are included within the coverage limit.**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE FORM****A. COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**Under **2. Exclusions**, Exclusion **c. Pollution**, Subparagraph **(a)** of Item **(1)** does not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a fire, if the fire:

1. Is set by the "insured" on the "insured location"; and
2. Is set for the purpose of burning off crop stubble or other vegetation and is consistent with normal and usual agricultural practice; and
3. Is not set in violation of an ordinance or law.

**B. CHEMICAL DRIFT LIABILITY COVERAGE** is added to the Farm Liability Coverage Form as **COVERAGE M**, as described and limited in **1.** through **6.** below.**1. Insuring Agreement**

- a. We will pay those sums that the "insured" becomes legally obligated to pay as damages for "bodily injury" to persons or physical injury to crops or animals if:

- (1) The "bodily injury" or physical injury was caused by discharge, dispersal, release or escape into the air, from the "insured location," of the chemicals, liquids or gases that the "insured" has used in normal and usual agricultural operations; and
- (2) The chemicals, liquids or gases entered into the air by some means other than discharge, dispersal, release or escape from aircraft.

The term physical injury does not include any indirect or consequential damages such as loss, at any time, of market for crops or animals or of use of soil or animals.

As used in this Coverage **M**, the term "damages" means monetary compensation, and includes Supplementary Payments as describe below in **6. Supplementary Payments – Chemical Drift Liability Coverage**.

- b. We will have the right and duty to defend the "insured" against any "suit" seeking damages for covered "bodily injury" or physical injury. However, we will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury" or physical injury to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described below in **3. Aggregate Limit Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable Aggregate Limit of Insurance in the payment of judgments or settlements under Chemical Drift Liability Coverage.

As used in this Coverage **M** the term "suit" means a civil proceeding in which damages because of "bodily injury" or physical injury to which this insurance applies are alleged.

"Suit" includes:

- (1) An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
- (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

c. This coverage applies only:

- (1) If the "bodily injury" or physical injury is caused by an "occurrence" that takes place during this policy period and no other policy period; and
- (2) To "bodily injury" or physical injury which becomes manifest and for which claim is made within one year of the date that the "occurrence" takes place.

This reporting provision is in addition to the notification requirements set out in **SECTION III – FARM LIABILITY CONDITIONS.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Sub items **a.** through **g.** in the first paragraph of Item **1. Supplementary Payments – Coverages H And I** of the **ADDITIONAL COVERAGES** in the Farm Liability Coverage Form, or as provided for below in **6. Supplementary Payments – Chemical Drift Liability Coverage**, Items **a.** through **g.**

## 2. Exclusions

Chemical Drift Liability Coverage does not apply to:

a. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, chemicals, liquids or gases.

b. "Bodily injury" to persons or physical injury to crops or animals arising out of agricultural operations which are in violation of an ordinance or law.

c. "Bodily injury" to persons or physical injury to crops or animals expected or intended from the standpoint of the "insured."

d. "Bodily injury" to persons or physical injury to crops or animals for which the "insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or physical injury occurs subsequent to the execution of the contract or agreement; or
- (2) That the "insured" would have in the absence of the contract or agreement.

With respect to Chemical Drift Liability Coverage, Paragraph **e.** of the "Insured Contract" definition in the Farm Liability Coverage Form is deleted and replaced by the following:

**e.** That part of a contract or agreement pertaining to your "farming" operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay a third person or organization for "bodily injury" to persons or physical injury to crops or animals. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, Paragraph **e.** above does not include that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

**e.** "Bodily injury" to any member of any "insureds" household, including but not limited to the spouse, child, fetus, embryo, parent, brother or sister of any "insured."

**f.** "Bodily injury" to anyone who applies agricultural chemicals on any "insureds" behalf, or to any member of the applier's household, including but not limited to their spouse, child, fetus, embryo, parent, brother or sister.

**g.** "Bodily injury" to an employee of any "insured" arising out of employment by any "insured," or to any member of the employees household, including but not limited to the spouse, child, fetus, embryo, parent, brother or sister of the employee.

This exclusion applies:

- (1) Whether any "insured" may be liable as an employer or in any other capacity; and
  - (2) To any obligation to share "damages" with or repay someone else whom must pay "damages" because of the "bodily injury."
  - h. Any obligation of any "insured" under a workers compensation, disability benefits or unemployment compensation law or similar law.
  - i. "Bodily injury" arising out of consumption of food or drink which has been contaminated by agricultural chemicals.
  - j. Physical injury to crops or animals you own, rent or borrow, or that are otherwise in your care, custody or control.
  - k. Physical injury to growing or harvested crops you own or that are in your care, custody or control.
3. **Aggregate Limit Of Insurance For Chemical Drift Liability Coverage: \$25,000**
- a. Our total liability for **COVERAGE M – CHEMICAL DRIFT LIABILITY COVERAGE**, is the Aggregate Limit of Insurance stated above, unless a different Aggregate Limit of Insurance is stated for Coverage **M** in the Declarations.
  - b. The stated Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance.
  - c. Therefore, the stated Aggregate Limit of Insurance is the most we will pay for the applicable period of time as described in **b.** above, regardless of the number of:
    - (1) "Occurrences";
    - (2) "Insureds";
    - (3) Claims made or "suits" brought; or
    - (4) Persons or organizations making claims or bringing "suits."
4. **SECTION III – FARM LIABILITY CONDITIONS** of the Farm Liability Coverage Form applies to Chemical Drift Liability Coverage.
5. Words and phrases that appear in quotation marks in this endorsement have meaning as defined in **SECTION IV – DEFINITIONS** of the Farm Liability Coverage Form, unless otherwise defined in this endorsement.
6. **Supplementary Payments – Chemical Drift Liability Coverage**
- We will pay, with respect to any claim or "suit" we defend, but only up to the applicable Aggregate Limit of Insurance:
- a. "Allocated Loss Adjustment Expenses," which encompass the following:
    - (1) Fees of attorneys or authorized representatives where permitted for legal services, whether by outside or staff representative.
    - (2) Court, Alternate Dispute Resolution and other specific items of expense such as:
      - (a) Medical examinations of a claimant to determine the extent of the carriers liability, degree of permanency or length of disability;
      - (b) Expert medical or other testimony;
      - (c) Autopsy;
      - (d) Witnesses and summonses;
      - (e) Copies of documents such as birth and death certificates, medical treatment records;
      - (f) Arbitration fees;
      - (g) Surveillance;



- (h) Appeal bond costs and appeal filing fees.
- (3) Medical cost containment expense incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include:
  - (a) Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy or vocational rehabilitation vendor bills;
  - (b) Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews;
  - (c) Preferred provider network/organization expenses;
  - (d) Medical fee review panel expenses.
- (4) Expenses directly related to and directly allocated to the handling of a particular claim, which is required to be performed by statute or regulation.
- (5) The following shall not be included as "allocated loss adjustment expenses";
  - (a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
  - (b) Fees paid to independent claims professional or attorneys (hired to perform the function of claim investigations normally performed by claim adjusters) for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility of the injury or disease, including evaluation and settlement of covered claims.
  - (c) Expenses which are defined as either an indemnity or medical loss.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.
- e. All costs taxed against the "insured" in the "suit."
- f. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments reduce the Aggregate Limit of Insurance.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****IDENTITY FRAUD EXPENSE COVERAGE****DEFINITIONS**

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Expenses" means:
  - a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions, credit grantors, credit agencies, or similar organizations.
  - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions, credit grantors or similar organizations.
  - c. Lost wages resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$500 per week. Total payment for lost wages is not to exceed \$2,000.
  - d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
  - e. Reasonable attorney fees incurred as a result of "identity fraud" to:
    - (1) Defend lawsuits brought against an "insured" by merchants, financial institutions or their collection agencies, or other institutions;
    - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and
    - (3) Challenge the accuracy or completeness of any information in a consumer credit report or records containing your personal information other than legal fees and court costs incurred in a legal proceeding of any kind filed, brought, or maintained by you, on your behalf, or for your benefit.
  - f. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar organizations to report or discuss an actual "identity fraud."
2. "Insured" means an individual shown in the Declarations and residing at the "residence premises" – your principal residence and the grounds and structures appurtenant to it, and residents of that that individual's household who are:
  - a. Relatives; or
  - b. Other persons under the age of 21 and in the care of individual residing at the "residence premises."
3. "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

**Additional Coverage:****IDENTITY FRAUD EXPENSE**

We will pay up to \$15,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" first occurring during the policy term covered by us and discovered and reported during a policy term covered by us. For coverage to apply, this policy must have been active with us at the time an "identity fraud" first occurred and when an "identity fraud" is first reported to us. Further, there must be no lapse in coverage of this policy with us between the time the "identity fraud" first occurred and the time you report the "identity fraud" to us.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured," is considered to be one "identity fraud," even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance.



## **EXCLUSIONS**

The following additional exclusions apply to this endorsement:

We do not cover:

1. Loss arising out of or in connection with a "business."
2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by any "insured," or any relatives of any "insured" whether a resident of the household or not, or any person aiding or abetting any "insured" or any relatives of any "insured" whether a resident of the household or not, or by any authorized representative of an "insured," whether acting alone or in collusion with others.
3. Loss other than "expenses."
4. A "Residence employee," which is an "insured's" employee whose duties are principally in connection with the maintenance or use of the "resident premises," including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the "business" of any "insured.."
5. A "Farm Employee," which is any "insured's" employee, whose duties are principally in connection with the maintenance or use of the insured location as a farm. But a "farm employee" does not mean employee while engaged in an "insured's" business.

## **SPECIAL DEDUCTIBLE**

No deductible applies to "identity fraud" "expense" coverage.

## **CONDITION**

### **Duties After Loss**

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

**All other provisions of this policy apply.**

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PATHOGENIC ORGANISMS EXCLUSION**

This endorsement modifies insurance provided under this policy:

**FARM LIABILITY COVERAGE FORM  
COMPREHENSIVE GENERAL LIABILITY COVERAGE PART  
FARM UMBRELLA POLICY**

The following exclusion is added to the **EXCLUSIONS** section of the policy:

This insurance does not apply to:

1. "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of any **"pathogenic organisms"** regardless of any other cause or event that contributed concurrently, or in any sequence to that injury or damage.

This exclusion does not apply to "bodily injury," or injury to plants and animals, which results from the consumption of your farm product(s).

**"Pathogenic organisms"** means any bacteria, yeast, mildew, virus, fungi, mold, or their spores, mycotoxins, or other metabolic products.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PUNITIVE DAMAGES EXCLUSION**

This policy does not apply to punitive or exemplary damages incurred by any "insured." This policy also does not apply to defense costs related thereto.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NBCR EXCLUSION**

### **Nuclear, Biological, Chemical and Radioactive Agent Exclusion**

This exclusion modifies the coverage provided under the following (including any and all endorsements to):

**BUILDERS' RISK COVERAGE FORM**  
**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**  
**BUSINESS AUTO COVERAGE FORM** (Except, **Section II – Liability** Is Not Modified By This Exclusion)  
**BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM**  
**BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**  
**BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**  
**BUSINESSOWNERS COVERAGE FORM** (Except, **Section II – Liability** Is Not Modified By This Exclusion)  
**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE FORMS**  
**COMMERCIAL PROPERTY COVERAGE PART**  
**CONDOMINIUM ASSOCIATION COVERAGE FORM**  
**CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**  
**EXTRA EXPENSE COVERAGE FORM**  
**GARAGE COVERAGE FORM** (Except, **Section II – Liability** Is Not Modified By This Exclusion)  
**LEGAL LIABILITY COVERAGE FORM** (CP 00 40)  
**MOTOR CARRIER COVERAGE FORM** (Except, **Section II – Liability** Is Not Modified By This Exclusion)  
**STANDARD PROPERTY POLICY**  
**TRUCKERS COVERAGE FORM** (Except, **Section II – Liability** Is Not Modified By This Exclusion)  
**COMMERCIAL INLAND MARINE COVERAGE FORMS, INCLUDING BUT NOT LIMITED TO:**  
    **ACCOUNTS RECEIVABLE COVERAGE FORM**  
    **CAMERA AND MUSICAL INSTRUMENT DEALERS COVERAGE FORM**  
    **COMMERCIAL ARTICLES COVERAGE FORM**  
    **COMMERCIAL FINE ARTS COVERAGE FORM**  
    **EQUIPMENT DEALERS COVERAGE FORM**  
    **FILM COVERAGE FORM**  
    **FLOOR PLAN COVERAGE FORM**  
    **JEWELERS BLOCK COVERAGE FORM**  
    **MAIL COVERAGE FORM**  
    **PHYSICIANS AND SURGEONS EQUIPMENT COVERAGE FORM**  
    **SIGNS COVERAGE FORM**  
    **THEATRICAL PROPERTY COVERAGE FORM**  
    **VALUABLE PAPERS AND RECORDS COVERAGE FORM**  
**TOBACCO SALES WAREHOUSES COVERAGE FORM**  
**FARM COVERAGE PART**  
**FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM**  
**FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM**  
**FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM**  
**FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS**  
**MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM**

- I. We will not pay for any loss, damage, injury, cost or expense directly or indirectly caused by, resulting from or related to any of the following, regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage, injury, cost or expense:
  1. Nuclear Hazard;
  2. Biological Hazard;
  3. Chemical Hazard;
  4. Environmental Hazard; or
  5. Radioactive Agent Hazard
- II. These include, but are not limited to any nuclear reaction; nuclear radiation; radioactive contamination; any solid, semi-solid, liquid, gaseous, or thermal irritant, pollutant or contaminant of any kind or nature; smoke, vapor, soot, and fumes; acids, alkali, and derivative materials, gases, vapors or compounds; any chemical, biological and/or other etiological or pathogenic agent or material; any electromagnetic, radio frequency, optical and/or ionizing radiation or energy; any genetically engineered agent or material; any teratogenic, carcinogenic, and/or mutagenic agent or material; and waste; all regardless of location, and whether in any enclosed space of any kind or nature, or in the open. Waste includes any material to be disposed of, recycled, reconditioned or reclaimed.
- III. This exclusion applies to all claims for:
  1. Any loss or damage to and/or repair or replacement of any property, including but not limited to Covered Property;
  2. Any loss of use or delay in rebuilding, repairing or replacing any property, including but not limited to Covered Property;
  3. Any and all remediation costs to remove excluded material from, decontaminate or clean any property or to repair, restore or replace any property, including but not limited to Covered Property;
  4. Any and all costs to test for, contain, treat, dispose of and/or assess the effects of excluded material on any property, including but not limited to Covered Property; or
  5. Any and all costs incurred to test or monitor any air or property.
  6. This exclusion does not apply to the sudden, accidental, discharge of a radioactive agent from medical diagnostic or treatment equipment necessary or incidental to your business operations covered under this policy, when that equipment is damaged by a peril covered under this policy.
- IV. Notwithstanding any other provisions of this policy, all losses or types of loss, damage, claims or expense described in Paragraphs I., II. and III. above are not covered under any circumstances when the following causes of loss in any manner cause, result in, relate to, or contribute concurrently or in any sequence to losses or types of loss, damage, claims or expense:
  1. Any "specified causes of loss" or other Covered Cause of Loss listed in **a.** through **g.** below:
    - a.** Explosion of any kind or nature. However, we will afford coverage otherwise available under the policy solely as to Hazards **2.**, **3.** and **4.** in Paragraph I. above where our investigation conclusively verifies or the insured conclusively demonstrates that the explosion was accidental, and not the result of an intentional act on the part of any person or entity;
    - b.** Vandalism or malicious mischief;
    - c.** Acts of destruction, including but not limited to acts of destruction by an employee;
    - d.** Collapse;
    - e.** Falling objects;
    - f.** Vehicles, watercraft, and all other conveyances of any kind or nature;
    - g.** Aircraft; or
  2. Any and all causes of loss excluded under the policy or that are not otherwise a Covered Cause of Loss under the policy.

When state law requires us to provide the peril of fire on a particular coverage, we will comply, but only to the minimal extent required by law (for example, coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverage, even if coverage for fire is required to be provided to direct loss or damage by fire to Covered Property).

The provisions and exclusions of this endorsement, including but not limited to Paragraph **IV.** above, supersede any and all conflicting provisions of the policy to which this endorsement is attached as to any and all losses or types of loss, damage, claims or expense described in Paragraphs **I., II. and III.** above.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ACTS OF NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOACTIVE TERRORISM**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

**A.** The following exclusion is added:

### **EXCLUSION OF AN "OTHER ACT OF TERRORISM"**

We will not pay for "any injury or damage" of any kind or nature arising directly or indirectly out of any "other act of terrorism." But this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, dispersal, discharge, release, application or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination:  
or
2. The terrorism is carried out by means of the use, dispersal, discharge, release, application or escape of pathogenic or poisonous biological, chemical or radioactive materials; or
3. Pathogenic or poisonous biological, chemical or radioactive materials are used, dispersed, discharged, released, applied or escaped and it appears that one purpose of the terrorism was to use, disperse, discharge, release, apply or cause the escape of such materials.

**B.** The following definitions are added with respect to the provisions of this endorsement:

1. "Any injury or damage" means any injury or damage under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "injury" or "environmental damage" as may be defined in any applicable Coverage Part or endorsement.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism." Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **FARM LIABILITY COVERAGE FORM**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A  
CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE FORM**

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B.** The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LIMITED FARM POLLUTION LIABILITY EXTENSION  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE FORM****SCHEDULE \***

Limited Pollution Liability Extension Aggregate Limit:

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A.** Exclusion **c.** under Coverage **H (SECTION I)** is replaced by the following:**c.** Pollution**(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:**(a)** At or from a storage tank, other container, duct or piping:**(i)** Which is below or partially below the surface of the ground or water; or**(ii)** Which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means;

if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants arises at or from any premises, site or location:

**(i)** Which is or was at any time owned or occupied by, or rented or loaned to, any "insured"; or**(ii)** On or at which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations, if the pollutants are brought on or to the premises, site or location in connection with such operations by such "insured," contractor or subcontractor.Subparagraph **(a)** does not apply to "bodily injury" or "property damage":**(i)** Arising out of heat, smoke or fumes from a fire, if the fire is set for the purpose of burning off crop stubble or other vegetation and is consistent with normal and usual agricultural practices; or**(ii)** Arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

**(b)** At or from any premises, site or location which is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;**(c)** Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible;**(d)** At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing

operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

- (2) "Bodily injury" or "property damage" arising out of pollutants actually or allegedly released, discharged or dispersed from an aircraft.
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### B. Limit Of Insurance

With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

1. The following is added to **SECTION II - LIMITS OF INSURANCE**:

Subject to the General Aggregate Limit shown in the Declarations, the Limited Pollution Liability Extension Aggregate Limit shown in the Schedule is the most we will pay for the sum of:

- a. Damages under Coverage **H**; and
- b. Medical expenses under Coverage **J**;

regardless of the number of "insureds," claims made or "suits" brought, or persons or organizations making claims or bringing "suits."

2. The Each Occurrence Limit shown in the Declarations does not apply.

Therefore, Paragraph 3. of **SECTION II - LIMITS OF INSURANCE** is deleted.

3. Paragraph 6. of **SECTION II - LIMITS OF INSURANCE** is replaced by the following:

Subject to the Limited Pollution Liability Extension Aggregate Limit, the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage **J** for all medical expenses because of "bodily injury" sustained by any one person.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CUSTOM FARMING LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE FORM**  
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE \***

<b>Type Of Custom Farming</b>	<b>Receipts</b>	<b>Rate Per \$1,000 Of Receipts</b>	<b>Advance Premium</b>
			\$

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A.** Coverage for Bodily Injury and Property Damage Liability and Medical Payments is extended to apply to "custom farming" operations performed by you.

**B.** If this endorsement is made part of a policy containing the Farm Liability Coverage Form:

1. Exclusion **2.j.** of Coverage **H** (Section **I**) does not apply to coverage provided by this endorsement.

2. Exclusions **2.t.** and **2.u.** of Coverage **H** (Section **I**) do not apply to coverage provided by this endorsement.

**C.** If this endorsement is made part of a policy containing the Commercial General Liability Coverage Form, Exclusions **2.j.(6)**, **2.l.** and **2.m.** of Coverage **A** (Section **I**) do not apply to coverage provided by this endorsement.

**D. Additional Conditions**

The following conditions apply in addition to the Liability Conditions and the Common Policy Conditions:

1. The premium for this insurance is based on receipts. The word receipts means the gross amount of money charged by you for or in connection with "custom farming" operations during the term of the policy. It includes taxes, but not the taxes you collect separately to remit directly to a governmental division.

2. The advance premium for this coverage is an estimated premium only. After each anniversary and upon termination of the policy, you must notify us of the receipts during the policy period. We will compute the earned premium using our rules, rates, rating plans, premiums and minimum premiums that apply to this coverage. If the earned premium we compute is more than the advance premium, you must pay us the difference. If the earned or minimum premium is less than the advance premium, we will refund the difference.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ALL-TERRAIN VEHICLE COVERAGE**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE FORM****SCHEDULE \***

	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Serial Number</b>	<b>Description of Vehicle</b>
1.					
2.					
3.					

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A.** Insurance under SECTION I – COVERAGES/COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to "bodily injury" and "property damage" arising out of the ownership, maintenance, use, or "loading or unloading" of the all-terrain vehicle(s) described in the Schedule and owned or operated by or rented or loaned to the "insured."

**B.** Insurance under SECTION I – COVERAGES/COVERAGE J – MEDICAL PAYMENTS applies to "bodily injury" arising out of the ownership, maintenance, use, or "loading or unloading" of the all-terrain vehicle(s) described in the Schedule and owned or operated by or rented or loaned to the "insured."

**C.** Exclusion 2.e. under SECTION I – COVERAGES/COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

does not apply to the coverage provided under this endorsement.

**D.** With respect to the all-terrain vehicle(s) described in the Schedule, the definition of "insured" includes any person or organization legally responsible for an all-terrain vehicle owned by any "insured"; it does not include a person or organization using or having custody or possession of an all-terrain vehicle without the permission of the owner.

**E.** This coverage does not apply to an all-terrain vehicle:

1. While used to carry persons for charge;
2. While rented to others; or
3. While being operated in, or in practice for, any prearranged or organized race, speed contest or other competition.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WATERCRAFT**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE FORM****SCHEDULE \***

- (A) Watercraft powered by an outboard engine or motor or combination of outboard engines or motors of more than 25 total horsepower; or other watercraft, if with inboard or inboard-outdrive engines or motor power.

	Outboard Engine(s) or Motor(s)		Inboard or Inboard- Outdrive Watercraft	
	(a)	(b)	(a)	(b)
Description				
Horsepower				
Outboard Engine or Motor Owner (if not you)				
Navigation Period: (each year)	from		to	

- (B) Sailing vessel, 26 feet or more in overall length, with or without auxiliary power:

Description		
Horsepower		
Length of Watercraft		
Navigation Period: (each year)	from	to

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- A.** Coverage **H** – Bodily Injury And Property Damage Liability, and Coverage **J** – Medical Payments apply to "bodily injury" or "property damage" arising out of ownership, maintenance, use, operation or "loading or unloading," by an "insured," of the watercraft described in the Schedule.
- B.** This insurance does not apply:
1. With respect to watercraft with inboard or inboard-outdrive engine or motor power or sailing vessels:
    - a. To "bodily injury" to any employee of an "insured" arising out of and in the course of employment by the "insured," if the employee's principal duties are in connection with the maintenance or use of watercraft; or
    - b. While the watercraft is used to carry persons for a charge or is rented to others.
  2. With respect to watercraft while it is being operated in, or in practice for, any prearranged or organized race, speed contest or other similar competition. However, this exclusion does not apply to sailing vessels, with or without auxiliary power, or to predicted log cruises.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL RESIDENCE RENTED TO OTHERS**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE FORM****SCHEDULE \***

<b>Description Of Residence:</b>	Dwelling Rented To Others - 1 Family
<b>Location Of Residence:</b>	
<b>Number Of Families:</b>	

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- A.** For the purpose of Coverage **H** – Bodily Injury And Property Damage Liability, and Coverage **J** – Medical Payments, the residence(s) listed in the Schedule is included in the meaning of "insured location."
- B.** Exclusion **2.I.(2)** of Coverage **H** (Section **I**) does not apply with respect to the residence(s) listed in the Schedule.

## **ENDORSEMENT BE17A**

Attached to and forming part of Policy Number: 27-FLP-2-1999501

Issued to: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A)

Date of Endorsement: 03/01/2019

Named Insured Schedule:

Holiday Tree Farms, Inc.  
Schudel Enterprises, L.L.C.  
Steve Schudel & Julie Schudel  
David H. Schudel  
John D. Schudel  
Jeffrey D. Larcom & Ginger L. Larcom  
Dustin J. Fullen & Brittany Fullen  
Mike Eves & Brenda Hanson (PO Box 550, Corvallis, OR 97339)

All terms and conditions of this policy remain unchanged.



## ENDORSEMENT BE17A

Attached to and forming part of Policy Number: 27-FLP-2-1999501

Issued to: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A)

Date of Endorsement: 03/01/2019

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to Giustina Resources, LLC, Giustina Tree Farms Limited Partnership, Giustina Woodlands Limited Partnership, Lost Creek Timber, Cadore Timber Co. an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy remain unchanged.

## ENDORSEMENT BE17A

Attached to and forming part of Policy Number: 27-FLP-2-1999501

Issued to: Holiday Tree Farms, Inc.; Schudel Enterprises, L.L.C. (Per BE17A)

Date of Endorsement: 03/01/2019

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

#### SCHEDULE \*

Name of Person or Organization:

Giustina Resources, LLC, Giustina Tree Farms Limited Partnership, Giustina Woodlands Limited Partnership, Lost Creek Timber, Cadore Timber Co.

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Loss Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of any payment we make under this Coverage Form for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only with respect to the person or organization shown in the Schedule above.

Loss Condition 7., Transfer Of Rights Of Recovery Against Others To Us, does not apply with respect to the waiver.

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy remain unchanged.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE \***

- 1. Designation of Premises (Part Leased to You):**
  
- 2. Name of Person or Organization (Additional Insured):**
  
- 3. Additional Premium:**

\* (If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS INSURED (Section II) is amended to include as an Insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1.** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2.** Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FUNCTIONAL BUILDING VALUATION**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM**  
**FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM**  
**FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS**

**SCHEDULE \***

<b>"Insured Location" No.</b>	<b>No. And Description Of Building Or Structure</b>	<b>Limit Of Insurance</b>

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- A.** The Limit of Insurance shown in the above Schedule is the only Limit of Insurance applicable to the building or structure described in the above Schedule.
- B.** With respect to the building or structure described in the above Schedule, the applicable Valuation Loss Condition in the Farm Property – Farm Dwelling, Appurtenant Structures And Household Personal Property Coverage Form and Farm Property – Barns, Outbuildings And Other Farm Structures Coverage Form, is replaced by the following:
- 1.** If you contract for repair or replacement of the loss or damage to restore the building or structure shown in the above Schedule for the same occupancy and use, within 180 days of the damage unless we and you otherwise agree, we will pay the smallest of the following:
    - a.** The Limit of Insurance shown in the above Schedule as applicable to the damaged building or structure;
    - b.** In the event of:
      - (1)** A total loss, the cost to replace the damaged building or structure on the same site, with a less costly building or structure that is functionally equivalent to the damaged building or structure; or
      - (2)** A partial loss, the cost to repair or replace the damaged portion of the building or structure with less costly material, if available, in the architectural style that existed before the loss or damage occurred; or
    - c.** The amount you actually spend that is necessary to repair or replace the lost or damaged building or structure with less costly material if available.
  - 2.** If you do not make a claim under Paragraph 1. above, we will pay the smallest of the following:
    - a.** The Limit of Insurance shown in the above Schedule as applicable to the damaged building or structure;
    - b.** The "market value" of the damaged building or structure, exclusive of the land value, at the time of loss; or
    - c.** The amount it would cost to repair or replace the damaged building or structure on the same site, with less costly material in the architectural style that existed before the damage

occurred, less allowance for physical deterioration and depreciation.

- C. With respect to the building or structure described in the above Schedule, the Other Insurance Loss Condition in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, is replaced by the following:

**OTHER INSURANCE**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Functional Building Valuation insurance. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Functional Building Valuation insurance

bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. above, our insurance is excess. But we will not pay more than the applicable Limit of Insurance.
- D. The following **Definition** is added to the Definitions in Paragraph C. of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions:
- "Market Value," as used in this endorsement, means the price which the property might be expected to realize if offered for sale in a fair market.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****INFLATION GUARD**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD  
PERSONAL PROPERTY COVERAGE FORM  
FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM**

**SCHEDULE \***

Annual Rate: *	
Buildings Or Structures Not Affected By This Endorsement:	
<b>"Insured Location" No.</b>	<b>Building No.</b>
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

1. The Limits of Insurance for covered buildings and structures to which this endorsement applies will increase at the annual rate shown in the Schedule applied pro rata during each year of the policy period.
2. The amount of increase will be the product of multiplying **a.** by **b.:**
  - a. The Limit of Insurance on the inception or last previous anniversary date of this policy.
  - b. The percentage of annual increase shown in the Schedule.
3. This endorsement does not apply to any building or structure shown in the Schedule.

POLICY NUMBER: 27-FLP-2-1999501

## FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. If the Named Insured shown in the Declarations and spouse are members of the same household, the words "you" and "your" also refer to the spouse. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

### SECTION I – COVERAGES

#### COVERAGE G – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES

##### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

##### 1. Covered Property

All of the following are Covered Property under Coverage G of this Coverage Form, provided a Limit of Insurance is shown in the Declarations for the specific type of property:

- a. Farm buildings and structures other than "dwellings," including attached sheds and permanent fixtures;
- b. Silos individually described in the Declarations or on a schedule, whether or not attached to buildings;
- c. Portable buildings and portable structures;
- d. All fences (except field and pasture fences), corrals, pens, chutes and feed racks;
- e. Outdoor radio and TV equipment, antennas, masts and towers;
- f. Improvements and Betterments. Improvements and betterments are additions, alterations, fixtures or installations made part of the described building, but do not include items that may be legally removed by an "insured."

If you are a tenant, we cover your use interest in the improvements and betterments you make at your expense to a building you do not own at the "insured location"; and

##### g. Building Materials and Supplies:

- (1) For use in building, altering or repairing farm buildings or structures; and
- (2) Kept on or adjacent to the "insured location."

##### 2. Property Not Covered

Covered Property does not include:

- a. Land (including land on which a building or structure is located);
- b. Water;
- c. Field or pasture fences;
- d. Foundations, if below ground, of buildings or structures;
- e. Pilings, piers, wharves or docks; or
- f. The cost of excavations, grading, filling or backfilling.

##### B. Coverage G Conditions

Coverage G is subject to the following Loss Conditions as well as to the Farm Property Conditions (see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

#### LOSS CONDITIONS

##### 1. Fences, Corrals, Pens, Chutes, Feed Racks

The most we will pay in any one occurrence of loss of or damage to covered fences, corrals, pens, chutes and feed racks is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the value of all covered fences, corrals, pens, chutes and feed racks you own as of the time of loss.

##### 2. Portable Buildings And Portable Structures

The most we will pay in any one occurrence of loss of or damage to portable buildings or portable structures is the proportion that the applicable Limit of Insurance shown in the

Declarations bears to the value of all portable buildings and portable structures you own as of the time of loss.

But this Condition does not apply to any portable building or portable structure individually covered under its own Limit of Insurance shown in the Declarations.

### 3. Valuation – Property Other Than Improvements And Betterments

- a. If the Replacement Cost Basis option is not expressly indicated in the Declarations, we will, in the event of loss or damage to Covered Property, settle at the actual cash value, as of the time of loss, of the destroyed or damaged part of the structure, but we will not pay more than the amount necessary for repair or replacement.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- b. If the Replacement Cost Basis option is expressly indicated in the Declarations, loss valuation will be determined as provided below:

- (1) The basis for loss settlement will be determined by the ratio of the applicable Limit of Insurance for the specific building or structure to the full replacement cost of the destroyed or damaged Covered Property. When determining the full replacement cost, the values of the following will be disregarded:

- (a) Excavations;
- (b) Foundations; and
- (c) Piers and other supports below the undersurface of the lowest basement floor; or, where there is no basement, those below the surface of the ground inside the foundation walls; also underground flues, pipes, wiring and drains.

- (2) If the Limit of Insurance on the damaged building or structure is at least 80% of its full replacement cost as of the time of loss, we will settle the loss based on the smallest of the following amounts:

- (a) The cost to replace the damaged part of the building or structure with equivalent

construction for use on the same premises.

- (b) The amount actually and necessarily spent to repair or replace the building or structure.
- (c) The applicable Limit of Insurance.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- (3) If the Limit of Insurance on the damaged building or structure is less than 80% of its full replacement cost as of the time of loss, we will settle on the basis of (a) or (b) below, whichever is larger:

- (a) The actual cash value, as of time of loss, of the damaged part of the building or structure.
- (b) A proportion of the cost to repair or replace the damaged part of the building or structure, without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement. The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, we will not pay more than the applicable Limit of Insurance, regardless of whether (a) or (b) above applies.

- (4) If your loss qualifies for payment on a replacement cost basis, but the cost of repair or replacement is more than either \$1,000 or 5% of the applicable Limit of Insurance, the only basis on which we will settle pending completion of repairs or replacement is actual cash value, as of time of loss, of the damaged part of the building or structure. In case of such a loss you can make an initial claim for payment on the actual cash value basis, and later make a supplementary claim for replacement cost payment. If you elect to exercise this option, you must notify us of your intention in



writing within 180 days of the occurrence of the loss.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

#### **4. Valuation – Improvements And Betterments**

- a. If repair or replacement is done at the expense of the "insured" within 12 months after the loss, we will settle the loss on the basis of actual cash value as of time of loss.
- b. If repair or replacement is not done within 12 months after loss, we will settle on the basis of a proportion of the cost of repair or replacement. The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property. The applicable proportion will equal the ratio of (1) below to (2) below.

(1) The period of time from the loss or damage to the expiration of the lease.

(2) The period of time from the installation of the improvements to the expiration of the lease.

Lease means the lease, whether written or oral, in effect at the time of the loss.

If your lease contains a renewal option and if you exercise that option, the expiration of the renewal option period will replace the expiration of the lease in (1) and (2) above.

- c. If repair or replacement is done at the expense of others for the use of the "insured," we provide no insurance.

#### **5. Valuation – Glass Replacement**

We will settle on the basis of the cost to replace damaged glass with safety glazing material, if required by law.

### **SECTION II – COVERAGE EXTENSIONS**

#### **A. Private Power And Light Poles**

We will pay up to \$250 in any one occurrence as an additional amount of insurance for direct physical loss of or damage to private power and light poles, outside wiring and attachments. Attachments include attached switch boxes, fuseboxes, and other electrical equipment mounted on poles you own at the "insured

location." The \$250 Limit applies in excess of any applicable Deductible.

If specific private power and light poles are shown in the Declarations, the Limits of Insurance shown for them will be in addition to the \$250 Limit.

#### **B. New Construction**

1. We will pay up to \$100,000 for direct physical loss of or damage to new, permanent farm structures at the "insured location" including materials and supplies for use in their construction.
2. This Coverage Extension applies only:
  - a. To structures that are not otherwise covered under this or any other policy; and
  - b. To loss caused by aircraft, explosion, fire, lightning, riot or civil commotion, smoke, vandalism, vehicles, windstorm or hail.
3. Insurance on each farm structure covered under this Coverage Extension will end as soon as any of the following takes place:
  - a. You report values to us. (We will charge you an additional premium for values reported from the date construction begins or the materials and supplies are delivered.)
  - b. 60 days have elapsed since the first date of delivery of the materials and supplies.
  - c. This policy expires.
4. This Coverage Extension is part of, not in addition to, the applicable Limit of Insurance.

### **SECTION III – ADDITIONAL COVERAGES**

#### **A. Extra Expense**

If a Limit of Insurance is shown in the Declarations for Extra Expense Coverage, we will pay, up to that Limit of Insurance, the actual and necessary expenses you incur to resume normal farming operations interrupted as the result of direct physical loss of or damage to Covered Property by a Covered Cause of Loss.

Coverage for such extra expense is not limited by the expiration of this policy. But, we will not pay extra expense you incur after the period required for repair, rebuilding or replacement of Covered Property.

Extra Expense Coverage does not include loss caused by or resulting from the enforcement of any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "pollutants."

No deductible applies to this Additional Coverage.

**B. Water Damage**

In the event of water (or steam) damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we:

1. Will also pay the necessary cost of tearing out and replacing any part of a covered building or structure so that the damaged system or appliance can be repaired, provided that Special Causes of Loss is shown in the Declarations for Coverage **G** under which the building or structure is covered; but
2. Will **not** pay the cost to repair any defect which caused water or steam to escape from a system or appliance containing water or steam.

In this Additional Coverage, a plumbing system does not include a sump, sump pump or related equipment.

This Additional Coverage will not increase the Limit of Insurance provided in this Coverage Part.

**C. Other Additional Coverages**

For other Additional Coverages, see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

**SECTION IV – OTHER PROVISIONS**

**A. Covered Causes Of Loss, Exclusions And Limitations**

See the Causes of Loss Form – Farm Property for Basic, Broad or Special coverage as shown in the Declarations.

**B. Limits Of Insurance**

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

**C. Deductible**

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXTENDED DWELLING REPLACEMENT COST COVERAGE**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM**

This endorsement applies only when loss with regard to Location No. \_\_\_\_\_ Building No. \_\_\_\_\_ for the dwelling or farm building exceeds the Coverage A Limit of Liability shown in the Declarations. All other terms and conditions of your policy continue to apply. Information required to complete this endorsement, if not shown above, will be indicated in the Declarations.

To the extent that coverage is provided, the **Farm Property – Farm Personal Property Coverage Form, Section I – Coverages, Coverage A – Dwellings, B. Coverage A Conditions, Loss Condition – Valuation** is deleted in its entirety and is replaced by the following:

We agree to provide an additional amount of insurance in accordance with the following provisions:

- A.** If you have:
1. Allowed us to adjust the Coverage A limit of liability and the premium in accordance with:
    - a. the property evaluations we make; and
    - b. any increases in inflation; and
  2. Notified us, within 30 days of completion, of any improvements, alterations or additions to the dwelling building which increase the replacement cost of the dwelling or farm building by 5% or more;
- the provisions of this endorsement will apply after a loss, provided you elect to repair or replace the damaged or destroyed dwelling or farm building.
- B.** If there is a loss to the dwelling or farm building that exceeds the Coverage A limit of liability shown in the Declarations, for the purpose of settling that loss only:
1. We will settle covered losses to the dwelling under Coverage A up to 200% of the limit of liability shown in the declarations for Coverage A; and
  2. The dwelling or farm building under Coverage A at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts for like construction and use on the same premises:
    - a. The replacement cost of that part of the dwelling or farm building damaged or destroyed;
    - b. The necessary amount actually spent to repair or replace the damaged or destroyed dwelling or farm building; or
    - c. The limit of liability under this policy that applies to the dwelling or farm building, plus any additional amount provided by this endorsement.
  3. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
  4. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to the dwelling or farm building on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.

POLICY NUMBER: 27-FLP-2-1999501

## FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations. If the Named Insured shown in the Declarations and spouse are members of the same household, the words "you" and "your" also refer to the spouse. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – DWELLINGS

##### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

##### 1. Covered Property

The following are Covered Property under Coverage A of this Coverage Form:

- a. Each "dwelling" owned by you and for which a Limit of Insurance is shown in the Declarations. The "dwelling" may be located on or away from the "insured location";
- b. Structures attached to covered "dwellings," except structures attached only by a fence, utility line or similar connection;
- c. Materials on the "insured location" intended for use in building, altering or repairing the covered "dwellings" or their attached structures; and
- d. If not otherwise covered in this policy, building and outdoor equipment used principally for the service of the covered "dwelling," its grounds or structures appurtenant to it, including equipment temporarily away from the premises.

##### 2. Property Not Covered

Under Coverage A, Covered Property does not include:

- a. Land (including land on which the "dwelling" is located);
- b. Water; or
- c. Trees, shrubs, plants or lawns, except to the extent provided for in the applicable Coverage Extension in Section II of this Coverage Form.

##### 3. Special Limit Of Insurance Under Coverage A

Outdoor radio and TV antennas and satellite dishes attached to covered "dwellings" are subject to a Special Limit of Insurance of \$250 in any one occurrence. This Special Limit is part of, not in addition to, the Coverage A Limit of Insurance.

If a higher Limit of Insurance is specified in the Declarations, the higher limit will apply.

##### B. Coverage A Conditions

Coverage A is subject to the following Loss Condition as well as to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

#### LOSS CONDITION – VALUATION

##### 1. Property

- a. The basis for loss settlement will be determined by the ratio of the Coverage A Limit of Insurance to the full replacement cost of the destroyed or damaged Covered Property. When determining the full replacement cost, the values of the following will be disregarded:
  - (1) Excavations;
  - (2) Foundations; and
  - (3) Piers and other supports below the undersurface of the lowest basement floor; or, where there is no basement, those below the surface of the ground inside the foundation walls; also underground flues, pipes, wiring and drains.
- b. If the Limit of Insurance on the damaged structure is at least 80% of its full replacement cost as of the time of loss, we will settle the loss based on the smallest of the following amounts:

(1) The cost to replace the damaged part of the structure with equivalent construction for use on the same premises.

(2) The amount actually and necessarily spent to repair or replace the structure.

(3) The applicable Limit of Insurance.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c. If the Limit of Insurance on the damaged structure is less than 80% of its full replacement cost as of the time of loss, we will settle on the basis of (1) or (2) below, whichever is larger:

(1) The actual cash value, as of time of loss, of the damaged part of the structure.

(2) A proportion of the cost to repair or replace the damaged part of the structure, without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement. The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, we will not pay more than the applicable Limit of Insurance, regardless of whether (1) or (2) above applies.

d. If your loss qualifies for payment on a replacement cost basis, but the cost of repair or replacement is more than either \$1,000 or 5% of the applicable Limit of Insurance, the only basis on which we will settle pending completion of repairs or replacement is actual cash value, as of time of loss, of the damaged part of the structure. In case of such a loss you can make an initial claim for payment on the actual cash value basis, and later make a supplementary claim for replacement cost payment. If you elect to exercise this option, you must notify us of your intention within 180 days of the occurrence of the loss.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the

construction, use or repair of any property.

## 2. Glass Replacement

We will settle on the basis of the cost to replace damaged glass with safety glazing material, if required by law.

## COVERAGE B – OTHER PRIVATE STRUCTURES APPURTENANT TO DWELLINGS

### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

All of the following are Covered Property under Coverage B of this Coverage Form, provided a Limit of Insurance is shown in the Declarations:

Private structures you own (including private garages for which the coverage provided under the Coverage Extension in Section II of this Coverage Form is inadequate), that are appurtenant to a covered "dwelling" and:

- a. Separated from it by clear space; or
- b. Attached to it only by a fence, utility line or similar connection.

#### 2. Property Not Covered

Under Coverage B, Covered Property does not include:

- a. Land (including land on which the other structures are located);
- b. Water;
- c. Structures (other than private garages) that you rent or hold for rental to any person who is not a tenant of the covered "dwelling" you occupy; or
- d. Structures (other than private garages) that you use principally for farming purposes.

#### 3. Special Limit Of Insurance Under Coverage B

Outdoor radio and TV antennas and towers and satellite dishes are subject to a Special Limit of Insurance of \$250 in any one occurrence. This Special Limit is part of, not in addition to, the Coverage B Limit of Insurance.

If a higher Limit of Insurance is specified in the Declarations, the higher limit will apply.



**B. Coverage B Conditions**

Coverage **B** is subject to the Valuation Loss Condition shown in Paragraph **B.** under Coverage **A.** It is also subject to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

**COVERAGE C – HOUSEHOLD PERSONAL PROPERTY****A. Coverage**

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

**1. Covered Property**

All of the following are Covered Property under Coverage **C** of this Coverage Form, provided a Limit of Insurance is shown in the Declarations:

Household personal property meaning:

- a. Household personal property owned or used by you or members of your family who reside with you, while such property is on the "insured location"; and
- b. At your request, household personal property of others while the property is:
  - (1) In a part of the "dwelling" you occupy; or
  - (2) On the grounds appurtenant to that "dwelling" if you own it.

**2. Property Not Covered**

Under Coverage **C**, Covered Property does not include:

- a. Articles separately described and specifically covered under this or any other insurance;
- b. Aircraft and aircraft parts, except model or hobby aircraft not used or designed to carry an operator(s), any other person(s) or cargo;
- c. Trees, shrubs, plants and lawns that you own as a tenant, except to the extent provided for in the applicable Coverage Extension in Section **II** of this Coverage Form;
- d. Animals, birds or fish;
- e. "Business property" except to the extent provided for in Items **f.** and **g.** under Paragraph **A.3.** Special Limits Of Insurance Under Coverage **C**;

- f. Magnetic recording or storage media for electronic data processing, such as cell, disc, drum, film and tape, over or above their replacement value:

(1) As prepackaged software programs; or

(2) In unexposed or blank form;

whichever is greater.

- g. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or motorized land conveyances of any kind. Electronic apparatus includes:

(1) Accessories and antennas; and

(2) Tapes, wire, records, discs and other media;

for use with the electronic apparatus.

The exclusion of property described in **g.(1)** and **g.(2)** above applies only while the property is in or upon the vehicle or conveyance.

But Covered Property includes items specifically scheduled in the Declarations.

- h. "Farm personal property," other than office fixtures, furniture and office equipment;
- i. Any motor vehicle or motorized land conveyance, or its equipment or accessories. But Covered Property includes vehicles not licensed for road use that are:

(1) Used only for servicing an "insured's" "dwelling," its grounds or structures appurtenant to it; or

(2) Designed and used for assisting the handicapped.

**3. Special Limits Of Insurance Under Coverage C**

Certain categories of household personal property are subject to Special Limits of Insurance. These Special Limits are part of, not in addition to, the applicable Limit of Insurance shown in the Declarations. The Special Limit shown with any category listed below is the most we will pay for loss of or damage to all property in that category in any one occurrence:

- a. \$200 on gold other than goldware, "money," platinum and silver other than silverware;
- b. \$1,500 on letters of credit, manuscripts, passports and "securities";

- c. \$1,500 on watercraft, including their equipment, furnishings, outboard engines or motors, and trailers;
- d. \$1,500 on trailers not used with watercraft nor for farming operations;
- e. \$1,000 on gravemarkers;
- f. \$2,500 on "business property" on the "insured location";
- g. \$250 on "business property" off the "insured location." However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits i. and j. below;
- h. In the event of loss by theft:
  - (1) \$1,500 on furs, jewelry, precious and semiprecious stones, and watches;
  - (2) \$2,500 on goldware, goldplated ware, silverware, silverplated ware and pewterware; this property includes platedware, flatware, hollowware, tea sets, trays, trophies and the like; also other utilitarian items made of or containing silver, gold or pewter; and
  - (3) \$2,500 on firearms;
- i. \$1,500 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
  - (1) Accessories and antennas; and
  - (2) Tapes, wires, records, discs and other media;
 for use with the electronic apparatus; and
- j. \$1,500 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
  - (1) Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
  - (2) Is off the "insured location"; and
  - (3) Is used at any time or in any manner in connection with the operation of the farm or a business.

Electronic apparatus includes:

- (1) Accessories and antennas; and
- (2) Tapes, wires, records, discs and other media;

for use with electronic apparatus.

## B. Coverage C Conditions

Coverage **C** is subject to the following Loss Condition as well as to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

### LOSS CONDITION – VALUATION

In the event of loss of or damage to covered household personal property, we will settle at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

## COVERAGE D – LOSS OF USE

### A. Coverage

We cover the following, up to the Limit of Insurance shown in the Declarations for Coverage **D**:

#### 1. Your Additional Living Expense

If a Covered Cause of Loss renders your principal living quarters uninhabitable, we will pay any necessary increase in living expense you incur so that your household can maintain its normal standard of living, provided that such uninhabitable quarters are located in:

- a. A "dwelling" covered under Coverage **A**; or
- b. The "dwelling" in which covered Household Personal Property is located, if you are a tenant.

Payment under your Additional Living Expense will be for the shortest time required for repair or replacement of the damaged property, or, if you relocate, the shortest time required for your household to settle elsewhere.

#### 2. Fair Rental Value

If a Covered Cause of Loss renders uninhabitable any portion of:

- a. A "dwelling" covered under Coverage **A**; or
- b. An appurtenant structure covered under Coverage **B**;

that you, as the owner, rent or hold for rental to others as a residence or private garage, we will pay for the Fair Rental Value loss you sustain.

But we will exclude from our payment any expenses that do not continue while the rental portion is uninhabitable.

Payment under this Fair Rental Value Coverage will be for the shortest time required for repair or replacement of the damaged property.

### **3. Loss And Expense Due To Emergency Prohibition Against Occupancy**

We will pay for the Additional Living Expense and Fair Rental Value loss you sustain if a civil authority prevents use of the "dwelling" or appurtenant structure because of direct damage to neighboring premises by a Covered Cause of Loss.

But we will not pay parts of such loss or expense that are incurred:

- a. After a period of 2 weeks has elapsed; or
- b. Due to cancellation of a lease or agreement.

The period of our liability under Coverage **D** – Loss of Use is not limited by the expiration of this policy.

No Deductible applies to Coverage **D**.

### **B. Coverage D Conditions**

Coverage **D** is subject to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

## **SECTION II – COVERAGE EXTENSIONS**

### **A. Trees, Shrubs, Plants And Lawns**

This Coverage Extension applies to coverages **A** and **C**.

Trees, shrubs, plants and lawns located within 250 feet of a covered "dwelling" are Covered Property but only if loss or damage is caused by or results from any of the following Covered Causes of Loss: fire or lightning, explosion, riot, civil commotion, aircraft, vehicles not owned or operated by a resident of the covered "dwelling," vandalism, or theft.

For all damaged or destroyed trees, shrubs, plants or lawns located within 250 feet of a covered "dwelling," the most we will pay under this Extension is:

1. 5% of the Coverage **A** Limit of Insurance shown in the Declarations for the "dwelling"; or
2. 10% of the Coverage **C** Limit of Insurance shown in the Declarations if the dwelling is not covered under Coverage **A**.

However, we will not pay more than \$500 for any one damaged or destroyed tree, shrub, plant or lawn.

This Extension is additional insurance.

We will not pay for loss of or damage to trees, shrubs, plants or lawns grown for business or farming purposes.

### **B. Structures Used Solely As Private Garages**

This Coverage Extension applies to Coverage **B**.

You may apply, as an additional amount of insurance, up to 10% of the Limit of Insurance shown in the Declarations for Coverage **A** – Dwellings to unattached structures used solely as private garages, including outdoor radio and TV antennas and satellite dishes attached to such garages.

### **C. Household Personal Property Of "Insureds" Away From The "Insured Location"**

This Coverage Extension applies to Coverage **C**, whether you are the owner or tenant, and is part of (not in addition to) the applicable Limit of Insurance.

Covered Property is extended to mean household personal property anywhere in the world, provided it is owned or used by you or members of your family who reside with you on the "insured location."

But an "insured's" household personal property at any "insured's" residence away from the "insured location" shown in the Declarations is subject to a Special Limit of Insurance equal to:

1. 10% of the Limit of Insurance shown in the Declarations for Household Personal Property; or
2. \$1,000;

whichever is greater.

However, if a higher limit of insurance is shown in the Declarations, the higher limit applies. The only such property not permanently subject to the Special Limit is household personal property at a newly acquired principal residence. For a period of 30 days immediately after you begin moving it to the newly acquired principal residence, this property will be subject to the Limit of Insurance shown in the Declarations for Household Personal Property. That Limit will apply on a pro rata basis during the 30-day period to personal property at both locations.

### **D. Refrigerated Products – Not "Farm Personal Property"**

This Coverage Extension applies to Coverage **C**, whether you are the owner or tenant, and is part of (not in addition to) the applicable Limit of Insurance.



We will pay up to \$500 for loss of or damage to contents of a freezer or refrigerated unit, in the "dwelling" you occupy or a structure appurtenant to it, caused by a change in temperature due to:

1. Interruption of electrical service to refrigeration equipment, caused by damage to generating or transmission equipment; or
2. Mechanical or electrical breakdown of a refrigeration system.

Under this Coverage Extension, we will not pay for loss of or damage to "farm personal property" or to property not owned by you.

This Coverage Extension will not apply unless you maintain the refrigeration equipment in proper working order.

No deductible applies to this Refrigerated Products Extension of Coverage.

#### **E. Building Additions And Alterations**

This Coverage Extension applies to Coverage **C**, but only if you are a tenant.

##### **1. Coverage**

Your insurance under Coverage **C** – Household Personal Property includes building additions, alterations, fixtures, improvements or installations made or acquired at your expense to that part of the "dwelling" used exclusively by you.

The Limit of Insurance for this Coverage Extension is 10% of the Limit of Insurance that applies to Household Personal Property. But if a higher Limit of Insurance is shown in the Declarations, the higher Limit applies.

This Extension is additional insurance.

##### **2. Loss Settlement**

If the repair or replacement is done at the expense of the "insured" within 12 months after the loss, we will settle the loss on the basis of actual cash value as of time of loss.

If the repair or replacement is not done within 12 months after loss, we will settle on the basis of a proportion of the cost of repair or replacement. This proportion will equal the ratio of **a.** below to **b.** below.

- a.** The period of time from the loss or damage to the expiration of the lease.
- b.** The period of time from the installation of the improvements to the expiration of the lease.

Lease means the lease, whether written or oral, in effect at the time of the loss.

If your lease contains a renewal option, and if you exercise that option, the expiration of

the renewal option period will replace the expiration of the lease in **a.** and **b.** above.

If repair or replacement is done at the expense of others for the use of the "insured," we provide no insurance.

### **SECTION III – ADDITIONAL COVERAGES**

#### **A. Removal Of Fallen Trees**

1. We will pay the reasonable expense you incur removing any fallen tree from the grounds appurtenant to your principal residence, provided that, in falling, the tree damaged property covered under Coverage **A, B or C**, and provided further:

- a.** That the tree is located more than 250 feet from a covered "dwelling," and the cause of its falling was a Covered Cause of Loss; or else
- b.** That the tree is located within 250 feet of a covered "dwelling," and the cause of its falling was a Covered Cause of Loss other than fire or lightning, explosion, riot or civil commotion, aircraft, vehicles owned and operated by nonresidents of the covered "dwelling," vandalism, or theft.

2. In the event a Covered Cause of Loss, as described in **a.** or **b.** above occurs, we will pay the reasonable expense you incur removing any fallen tree from the grounds appurtenant to your residence premises described in the Declarations provided that, in falling, the tree does not damage covered property, and:

- a.** The tree blocks a driveway on the residence premises preventing a motor vehicle, which is subject to motor vehicle registration, from entering or leaving the residence premises; or
- b.** The tree blocks a ramp or other fixture designed to assist a handicapped person who is an "insured" to enter or leave the residence premises.

3. The most we will pay under this Additional Coverage is \$1,000 in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be available for the removal of any one tree.

This Additional Coverage is additional insurance.

This Additional Coverage, Removal of Fallen Trees, does not apply to trees covered under the Trees, Shrubs, Plants and Lawns Coverage Extension under Section **II** – Coverage Extensions.

**B. Credit Cards And Fund Transfer Cards; Forgery; Counterfeit Currency**

1. We will pay up to \$500, unless a higher limit is indicated in the Declarations, for:
  - a. The legal obligation of any "insured" to pay because of the theft or unauthorized use of credit cards issued to any "insured" or registered in any "insured's" name.  
But this Additional Coverage will not apply if any "insured" has not complied with all terms and conditions under which the credit card was issued.
  - b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to any "insured" or registered in any "insured's" name.  
But this Additional Coverage will not apply if any "insured" has not complied with all terms and conditions under which the fund transfer card was issued.
  - c. Loss to any "insured" caused by forgery or alteration of any check or negotiable instrument; and
  - d. Loss to any "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.
2. But we will not pay for loss arising out of business pursuits or dishonesty of any "insured."
3. No deductible applies to this Additional Coverage.
4. **Defense**
  - a. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any suit ends when the amount we pay for the loss equals the applicable Limit of Insurance.
  - b. If a suit is brought against any "insured" for liability under the Credit Card or Fund Transfer Card Coverage, we will provide a defense at our expense by counsel of our choice.
  - c. We have the option to defend at our expense any "insured" or any "insured's" bank against any suit for the

enforcement of a payment under the Forgery Coverage.

5. This Additional Coverage is additional insurance.

**C. Water Damage**

In the event of water (or steam) damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we:

1. Will also pay the necessary cost of tearing out and replacing any part of a covered building or structure so that the damaged system or appliance can be repaired, provided that Special Causes of Loss is shown in the Declarations for Coverages **A** and **B** under which the building or structure is covered; but
2. Will **not** pay the cost to repair any defect which caused water or steam to escape from a system or appliance containing water or steam.

In this Additional Coverage, a plumbing system does not include a sump, sump pump or related equipment.

This Additional Coverage will not increase the Limit of Insurance provided in this Coverage Part.

**D. Other Additional Coverages**

For Other Additional Coverages, see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

**SECTION IV – OTHER PROVISIONS****A. Covered Causes Of Loss, Exclusions And Limitations**

See the Causes of Loss Form – Farm Property, for Basic, Broad or Special coverage as shown in the Declarations.

**B. Limits Of Insurance**

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

**C. Deductible**

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****REPLACEMENT COST – HOUSEHOLD PERSONAL PROPERTY**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM**

The Valuation Loss Condition in Paragraph **B. Coverage C Conditions** under Coverage **C – Household Personal Property**, is deleted and replaced by the following:

**VALUATION**

In the event of loss or damage under Coverage **C** we will determine the value of Covered Property on the basis of replacement cost without deduction for depreciation, subject to the following:

- a. We will determine the value of the following kinds of property on the basis of actual cash value as of time of loss up to an amount no greater than the cost to repair or replace:
  - (1) Antiques, fine arts, paintings, and similar irreplaceable rare or antique articles;
  - (2) Memorabilia, souvenirs, collectors' items and similar articles whose age or history contribute to their value;
  - (3) Articles not maintained in good or workable condition; and
  - (4) Articles that are outdated or obsolete and are stored or not used.

- b. The most we will pay in any one occurrence is the least of:

- (1) The amount actually and necessarily spent to repair or replace the Covered Property;
- (2) 400% of the actual cash value of the Covered Property as of time of loss; or
- (3) The applicable special Limit of Insurance shown in Paragraph **A.3.** under Coverage **C – Household Personal Property**.

- c. If your loss qualifies for payment on a replacement cost basis, but the cost of repair or replacement is more than \$500, the only basis on which we will settle pending completion of repairs or replacement is actual cash value, as of time of loss.

In case of such a loss you can make an initial claim for payment on the actual cash value basis, and later make a supplementary claim for replacement cost payment. If you elect to exercise this option, you must notify us of your intention in writing within 180 days of the occurrence of the loss.

POLICY NUMBER: 27-FLP-2-1999501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ACTUAL CASH VALUE – DWELLINGS AND  
APPURTENANT PRIVATE STRUCTURES**

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD  
PERSONAL PROPERTY COVERAGE FORM****SCHEDULE \***

<b>"Insured Location" No(s)</b>	<b>Dwelling(s) – No. &amp; Description</b>
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

With respect to the "dwelling(s)" identified in the Schedule, and the private structures appurtenant to such "dwelling(s)," the Valuation Loss Condition applicable to Coverages **A** and **B** is replaced by the following:

In the event of loss or damage to Covered Property, we will settle at actual cash value, as of time of loss, of the damaged part of the building or other structure, but we will not pay more than the amount necessary for repair or replacement.